

Case No. A107100

**COURT OF APPEAL OF THE STATE OF CALIFORNIA  
FIRST APPELLATE DISTRICT, DIVISION FOUR**

CHURCH OF SCIENTOLOGY  
INTERNATIONAL, A California  
nonprofit religious corporation,

Plaintiff and Appellant,

vs.

GERALD ARMSTRONG, an  
Individual,

Defendant and Respondent.

Appeal Case No. A107100

[Consolidated with Case No.  
A107095]

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On Appeal from the Superior Court of the State of California  
County of Marin  
Honorable Lynn Duryee

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**RESPONDENT'S APPENDIX**

**VOLUME III (Pages 168 - 255)**

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**FILED**

DEC 06 2004

Court of Appeal - 1st App. Dist.  
DIANA HERBERT

By \_\_\_\_\_  
DEPUTY

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#### COMPLAINT REPORT

I, Gerry Armstrong, declare:

1. My address is: *#1- 45950 Alexander Ave.*  
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604-XXX-XXXX  
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2. I am a citizen of Canada with Canadian passport No. JS274969. I became a legal resident of the U.S. in 1977, with Alien Registration No. A036304599.

3. Federal crimes have been committed by the violation of the following:

1. 18 U.S.C. §241
2. 18 U.S.C. §242
3. 18 U.S.C. §371
4. 18 U.S.C. §1512

4. The participants in these crimes include those individuals or entities who comprise the "beneficiaries" identified or described in paragraphs 1 and 4 of a document entitled "Mutual Release and Settlement Agreement," which purports to be a contract between those individuals and entities and me executed in December, 1986, specifically:

Church of Scientology International, its officers, agents,  
representatives, employees, volunteers, directors,  
successors, assigns and legal counsel;  
Church of Scientology of California, its officers, agents,

representatives, employees, volunteers, directors,  
successors, assigns and legal counsel;  
Religious Technology Center, its officers, agents,  
representatives, employees, volunteers, directors,  
successors, assigns and legal counsel;  
all Scientology and Scientology affiliated organizations and  
entities and their officers, agents, representatives,  
employees, volunteers, directors, successors, assigns and  
legal counsel; Author Services, Inc., its officers, agents,  
representatives, employees, volunteers, directors,  
successors, assigns and legal counsel;  
L. Ron Hubbard, his heirs, beneficiaries, Estate and its  
executor;  
Author's Family Trust, its beneficiaries and its trustee; and  
Mary Sue Hubbard.

<http://www.gerryarmstrong.org/50grand/legal/a1/mutual-release-1986.html>

5. I am providing URLs, as such exist on the date of this complaint, for documents cited to herein, because the photocopying of these documents and appending the photocopies hereto as exhibits, and mailing these exhibits, is financially prohibitive. All webbed documents cited to herein are, to my knowledge and to the best of my ability, true and correct copies of the original documents from which the webbed copies have been made. If required, in the course of the official investigation and prosecution resulting from this complaint, I can and will provide true and correct hard photocopies of any documents cited to herein.

6. All of the individuals and entities that comprise the "beneficiaries" are under the ultimate control and direction of one David Miscavige, who possesses the official titles within the global Scientology enterprise of Captain of the Sea Organization ("SO") and Chairman of the Board of Religious Technology Center ("RTC"). The SO is an unincorporated pseudo-military entity, members of which occupy positions in other Scientology organizations, corporations and entities. The global Scientology enterprise is a dictatorship, Miscavige is the dictator, and corporate identities and borders are ignored, or are employed by Miscavige and his ruling clique at their whim for purposes of control and evading legal liability for the enterprise's crimes and torts.

7. The events relating to these crimes committed by these individuals and entities span a thirty-five year period, occurred in many locations, and involve numerous civil and criminal legal cases and proceedings. I am limiting what facts and events I am including in this report to only those I believe are necessary to demonstrate the commission of these crimes and to make the circumstances and actions and the special Scientology terms, policies and practices understandable. I am also providing some of my arguments or reasoning for why certain acts or communications by these individuals and entities constitute these crimes in order to assist investigators and prosecutors, to explain my own actions, and to ensure that these arguments or reasoning are considered and addressed.



8. I got into Scientology in 1969 in Vancouver, B.C., Canada, and left the organization in Los Angeles, California in December 1981. I was recruited into the organization with a number of promises or representations, which included:

- that Scientology was a mathematically precise and exact science;
- that no other subjects on earth except physics and chemistry have had such grueling testing;
- that it was based on the scientific research of L. Ron Hubbard;
- that he was a Civil Engineer and a Nuclear Physicist;
- that he had many degrees and was very skilled by reason of study;
- that he was crippled and blinded in the Second World War and cured himself with his mental science;
- that Scientology "auditing" psychotherapy raises IQ an average of a point per hour;
- that auditing is conducted using an "electropsychometer," or "E-meter," which is a precision scientific instrument that sees below a person's consciousness and gives an "auditor" a keen look into the heads and hearts of people being "audited;"
- that Scientology improves the health, intelligence, ability, behavior, skill and appearance of people;
- that Scientology produces the ability to handle any and all problems;
- that Scientology auditing produces a mental state called "Clear," whereat the person has complete recall of everything that ever happened to him or anything he ever studied, he does mental computations and studies anything in less than one-hundredth the time such computations or studies took before "clearing," he never gets colds, his vigor, persistence and tenacity to life are very much higher than anyone has thought possible, and his physical vitality and health are markedly improved and all psychosomatic illnesses have vanished and will never return;
- that Scientology is offered with a money-back guarantee;
- that Scientology is the most ethical organization on the planet;
- that Scientology works, works uniformly, and is the only system on earth that works for improving the health, intelligence, ability, behavior, skill and appearance of people;
- that Scientology is the only hope for mankind's survival;
- that Scientology can and does do exactly what it says it can do.

9. From February 1971 until I left in December 1981, I was a member of the SO, which is structured similarly to the United States Navy. Within the SO "ranks and ratings" system, I rose to the rank of Ensign. Until September 1975, I was on board the "Apollo," the SO's "flagship," from which during those years Scientology was operated. L. Ron Hubbard, his wife Mary Sue, and their four children were on board, along with an average of over 400 other people comprising "crew," plus auditing or training customers. During those years, the ship moved between ports in Morocco, Portugal, Spain and the Caribbean.

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10. Hubbard, as the "Commodore" of the SO, controlled and directed all activities on board the "Apollo," and all Scientology organizations and activities internationally through a number of networks including the Commodore's Staff Aides ("CS Aides"), the Flag Bureaus ("FB"), the Commodore's Messengers Organization ("CMO"), the Flag Banking Officers ("FBOs), the L. Ron Hubbard Communicators ("LRH Comms"), the Flag Operation and Liaison Offices ("FOLOs") and the Guardian Office ("GO"). Under Hubbard, Mary Sue Hubbard, as the "Controller" ran the GO, which dealt with Scientology's non-Scientologist contacts and public, and included the organization's finance, public relations, legal and intelligence activities.

11. During my years on board, I held the positions of "Storesman," "Boats and Transport In-Charge," "Legal Officer," "Public Relations Officer" and "Intelligence Officer." I gained knowledge of organization communication and command channels, operations, personnel and security. During those years, the ship operation and all personnel maintained an intelligence cover of, and pretended to be, "Operation and Transport Corporation" ("OTC"), a Panamanian business management company. All personnel were required to hide the fact and deny that we were Scientologists or had anything to do with Scientology. Any failure to maintain our OTC "shore story" or cover, or any disclosure of any connection to Scientology was a "security breach," considered "treason," and severely punished.

12. I also gained knowledge of Hubbard's and Scientology's worldview, aims, and "Ethics," which is the organization's system of rewards and punishment, including its "Suppressive Person" ("SP") doctrine and "Fair Game" policy. In their worldview, Hubbard and Scientology divide mankind into two groups, Scientologists and non-Scientologists, called "wogs." The term "wogs," in its original meaning, and in its present meaning outside of Scientology, is a racial epithet equivalent to "niggers." Inside Scientology, "wogs" is also a racial epithet, referring to "Homo sapiens." Hubbard and Scientology teach that wogs or Homo sapiens are an inferior race, also described derogatorily in Scientology teachings as "homo sap," "raw meat," or "common ordinary run-of-the-mill garden-variety humanoids." Hubbard and Scientology teach that Scientologists comprise a new and superior race of hominid called "Homo Novis" or "Homo Scientologicus."

13. Hubbard and Scientology teach that wogs are less aware, less intelligent and less ethical than Scientologists, and that wogs think in two dimensions, whereas Scientologists think in three dimensions. Hubbard and Scientology teach that wogs have never evolved a workable mental technology but only vicious technology, whereas Scientologists have in Scientology the only workable mental technology. Hubbard and Scientology teach that outside of Scientology is the "wog world," which is a "hell," and a "jungle of noncompliance and false reports." Hubbard and Scientology teach that "wog justice" is "injustice" and that only Scientology's "ethics and justice" system works.

14. Hubbard and Scientology teach that Suppressive Persons, or SPs:

- are the two and one-half percent most evil wogs in the world;
- are insane;

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- are psychotic;
- are criminal;
- are destructively antisocial;
- are committing hidden crimes continuously;
- are dramatizing the overt or covert but always complex and continuous determination to destroy;
- goof up or vilify any effort to help anybody and particularly knife with violence anything calculated to make human beings more powerful or intelligent;
- automatically will curve any betterment activity into something evil or bad;
- are the only thing wrong in this universe;
- are at the root of every bad condition;
- can have no friends;
- include Hitler, Stalin, Dillinger and Genghis Khan;
- fill the institutions with victims, the hospitals with the sick and the graveyards with the dead;
- are the only people who do not get gains from Scientology auditing therapy;
- are without any rights of any kind and actions taken against them are not punishable.

15. Hubbard and Scientology teach that it is acceptable, ethical, and in fact laudable, for Scientologists to take aggressive, antisocial and even criminal actions against SPs. Hubbard called this philosophy, policy and practice "Fair Game." In one of his "ethics" policy letters, which is commonly known as the "Fair Game Policy," Hubbard laid out how people declared to be SPs were to be dealt with.

ENEMY – SP Order. Fair game. May be deprived of property or injured by any means by any Scientologist without any discipline of the Scientologist. May be tricked, sued or lied to or destroyed.

HCO Policy Letter 18 October 1967, "Penalties for Lower Conditions"

<http://www.gerryarmstrong.org/50grand/cult/sp/pl-penalties-for-lower-conds.html>

16. Hubbard and Scientology taught that anyone connected to a Suppressive Person is a "Potential Trouble Source" ("PTS"), so called because he is going to make trouble for the organization. They taught that connection to an SP is the cause of all illness, and that a PTS will get better then get worse because of that connection. A person determined to be PTS was denied auditing and training and removed from certain organization positions until he had "handled" the SP he was connected to or "disconnected" from the SP. Scientology has claimed throughout the past thirty-five years that "disconnection" is not a practice of the organization, but it definitely was and continues to be.

17. The "Suppressive Person Doctrine," "Fair Game," "conditions" – such as "liability," "enemy" and "treason" – and penalties or punishment are part of the body of Scientology writings and practice called "Ethics." The other two sectors are "technology," or "tech," and "administration," or "admin." "Tech" generally refers to

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"auditing," which is Scientology's psychotherapy, and "training," which is the provision of courses to teach students in Scientology materials and procedures. "Admin" generally refers to the management of organizations and the "technology" of management, including recruitment, advertising, marketing, selling, personnel, communication systems, finance and productivity control.

18. "Ethics" was considered the most vital of the three sectors of Scientology, and was administered very rigidly. The Sea Org's stated purpose was "To get in Ethics on the planet," and the SO operated on a military-like system with military-like discipline. Command lines ran down from Hubbard as the Commodore and compliance lines ran up to him. Non-compliance with any order from any senior staff member was immediately punished with a minimum of a "liability condition" assignment, and could be considered "mutiny." "Liability" meant that the person assigned that condition had "taken on the color of the enemy," so he was ostracized, had to do an "amends project" consisting of many hours of extra work, had to "deliver an effective blow to the enemies" and then had to petition the group to be readmitted.

19. Organization Ethics personnel used the E-meter to perform "meter checks" on staff to determine if they were "out-ethics;" e.g., committing "overts" (the Scientology word for "crimes") against the organization, "counter-intention" to the organization, or a "security risk" to the organization. Auditors used the E-meter as a lie detector to perform "security checks," or "sec checks," on staff or public Scientologists to discover their overts or crimes, their sexual histories, incidents from their past that might be embarrassing, or incidents for which they could be prosecuted or blackmailed. What a person being audited or sec checked said was written down in detail, and this record was maintained by the organization in "auditing files," "ethics files" and "intelligence files."

20. In 1974, Hubbard created the "Rehabilitation Project Force" ("RPF"), a guarded labor detail or camp, where Sea Org personnel were summarily ordered for indefinite periods for any infraction or on any whim. Hubbard's published criteria, any one of which could result in assignment to the RPF were: 1. an "R/Ser;" 2. a "low OCA non-producer;" 3. a "repeated stat crasher;" or, 4. an "overt product maker." An "R/Ser" is a person on whom an auditor observes a "Rock Slam," a particular needle movement on the E-meter, during auditing or sec checking. An R/S meant that the person had an "evil intention" toward Hubbard or Scientology.

21. The "OCA," or "Oxford Capacity Analysis," is a "personality test" that Scientology uses as a recruitment device to draw people into the organization, and as a measurement of people's personality "improvement" as they progress on their "auditing programs." A "low OCA" is a test score with one or more points below an arbitrary line. A "stat crasher" is a person deemed to be responsible for a statistic dropping in an area, or project or on an organization post. All of Scientology is operated and controlled by a system of "statistics" or "stat management." Every person and post is "statitized" and must report stats daily and weekly. "Downstats" are punished, whereas "upstats" can to a degree protect a person from punishment. An "overt product maker" is a person whose



work contains errors, whose production is deemed unacceptable for some reason, or requires correction or repair.

22. People ordered to the RPF were subjected to a number of punitive and degrading conditions that included segregation from the "crew," restriction from crew areas, wearing black boiler suits, reduction in "pay" to one-quarter the base amount, not speaking to a crew member unless spoken to, having to run everywhere, doing hard manual labor and all the dirtiest work, getting a maximum of seven hours sleep, and eating after the crew whatever was left over. RPFers had to audit each other through a long auditing program that contained many hours of sec checking, and which could last for months or even years. RPFers had no free time, got no days off, and could not read newspapers or magazines, listen to radio, or watch TV. RPFers could not make telephone calls unless such were specifically ordered and monitored, and Ethics personnel read all mail RPFers received, and read and censored all mail RPFers sent out from the RPF.

23. Scientology claims that assignment to the RPF is voluntary, or even a privilege, but that is not true. Anyone who asked to leave instead of doing the RPF program was assigned to the "RPF's RPF," an even more degrading and punitive experience, where the person was guarded at all times, allowed only six hours sleep, docked all pay, had to eat after the RPF had eaten whatever they left, and did the filthiest of the dirty work. The RPF's RPF member could not leave, and in fact no Sea Org member could leave, until he had been intensely sec checked and had signed a list of his "crimes" that had been "culled" from his auditing files. Also before the person could leave, all his personal belongings were searched and he was stripped of any Scientology materials, even if he had personally purchased them.

24. The RPF and the RPF's RPF operated as a forced labor and reindoctrination camp and as a system and procedure to break the will of anyone thought to be "out ethics" or "counter intention" to Hubbard or his organization and activities. It was a shocking, degrading experience to be ordered to the RPF, and the threat of RPF assignment was used to keep non-RPF crew in line and producing. I was threatened several times with RPF assignment during my SO years, and assigned twice for a total of twenty-five months.

25. Hubbard and Scientology taught that the need for the severe "Ethics" penalties and conditions such as the RPF was because for the "technology" to work it was first necessary to "get in ethics." Hubbard and Scientology taught that since the "tech" was mankind's only hope for survival, it was necessary that the people using and delivering that "tech" be highly disciplined and ethical. Hubbard and Scientology taught that: "The purpose of ethics is to remove counter intentions from the environment. And having accomplished that the purpose becomes to remove other intentionedness from the environment." In other words, anyone or anything that was "counter intention" to Scientology's intentions or activities, and anyone with an intention that differed from the organization's intentions was unethical and was to be removed from the environment.



Hubbard laid down Scientology's intentions by order and as policy, and his intentions were forwarded and opposition removed down through the organizational hierarchy.

26. In the fall of 1975, almost all of the "Flagship Apollo's" crew left the ship and flew from the Caribbean to the U.S. to establish the "Flag Land Base" ("FLB") in Clearwater, Florida. A skeleton crew was left on board to maintain and sell the ship. The organization's equipment, files and other materiel were shipped by containers to Florida and brought to Clearwater. The majority of the non-U.S. citizens went to Daytona Beach to set up a temporary base in a leased motel, and the majority of the U.S. citizens went to Clearwater to clean up and renovate buildings the organization had purchased to set up the FLB. Hubbard and his immediate personal staff lived during this period in a Daytona Beach apartment building not far from the temporary base. In early December 1975, the Daytona Beach operation moved into the Clearwater buildings, and Hubbard and an expanded personal staff moved into a vacant apartment complex in Dunedin, Florida, just a few miles from Clearwater.

27. Upon my arrival at the Daytona Beach base, I was posted in the Guardian's Office Intelligence Bureau, coding and decoding GO telexes, gathering information locally in areas of concern to base operation and our beachhead in Florida, and compiling information on potential security risks among the crew, and among customers arriving for auditing or training. My then wife Terri was posted as Commanding Officer of the Commodore's Messenger Organization ("CO CMO"), and worked directly with Hubbard. After a few weeks, Mary Sue Hubbard decided that I was a security risk because my mother was "antagonistic to Scientology" and Mrs. Hubbard had me transferred out of the Intelligence Bureau. I spent a number of days typing and printing mission orders that Hubbard was writing that ordered and operated various missions, projects or phases concerning the base being established in Clearwater. I was then assigned to L. Ron Hubbard's External Communications Bureau ("LEC"), posted as Deputy LEC Aide, and sent to the Dunedin apartment complex to set up an office for the LEC Bureau.

28. Until into 1976, Scientology hid its purchase of the Clearwater properties, and the fact that it was Scientology and Scientologists operating in Clearwater, behind a cover organization called "United Churches of Florida" ("UCF"). The FLB crew, as well as people arriving for auditing and training, were required to hide from public view any jewelry, insignia, mimeographed issues, books or other literature that might identify them as Scientologists, or the operation as Scientology, and it was an act of "treason" to commit any security breach that might reveal what was going on. The cover was eventually blown because of official scrutiny from the city government, media investigations and security lapses.

29. I was on post as D/LEC Aide at the Dunedin apartment complex, which had the cover of "United Churches Extension" ("UCE"), until late May 1976. I coded and decoded L. Ron Hubbard's telex traffic, and handled his dispatch traffic and mail to and from Scientology organizations around the world. Hubbard continued to run all aspects

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of the global Scientology enterprise, and directly ordered and supervised activities at the Clearwater base, including GO legal, media, PR and intelligence actions.

30. In about February 1976, the UCE cover was blown and Hubbard and his location were identified in the local press. As a result, he fled by car from Dunedin with two crew, including my senior, the LEC Aide, and eventually hid out for four months in a secret location in Washington, D.C. During these months, I relayed Hubbard's telex and dispatch traffic from Scientology organizations around the world via UCE to the Washington, D.C. hideout, and relayed his telex and dispatch traffic via UCE to the FLB and to organizations internationally. I also was required to participate in creating the illusion for organization personnel that Hubbard was still in Dunedin, and creating the illusion for non-organization persons that Hubbard was outside the U.S.

31. In May 1976 I was sent on a mission to establish a staging area in an apartment complex in Culver City, California for Hubbard and his personal staff in anticipation of their moving to a new secret base then being purchased in La Quinta, California. I drove by car along with three CMO personnel from Dunedin to Culver City and set up an office and telex relay unit in the apartment complex. Mrs. Hubbard and her personal staff arrived within a few days, and L. Ron Hubbard and the SO personnel traveling with him arrived a day or so later.

32. Within a few days of Hubbard's arrival, I got into an argument with Mrs. Hubbard's "Communicator," or secretary. Hubbard deemed me a security risk, and ordered the head of the U.S. GO Intelligence Bureau to come to the apartment and drive me to the Los Angeles Intelligence Bureau offices then located in a building called the Fifield Manor. For the next approximately three weeks I was locked up in a small room with Intelligence Bureau staff members posted to guard me at all times, and I was kept under guard whenever I was allowed out of the room to go to the bathroom or for other needs. While locked up, I was required to write up "confessions" of my overts, or crimes, and critical thoughts about Hubbard and the organization. Toward the end of that period, my wife Terri arrived from Florida and was also locked up and guarded with me.

33. In the beginning of July, Hubbard ordered Terri and me to return to Florida by plane accompanied by two GO Intelligence personnel as guards. Upon our arrival at the Flag Land Base we were shown a telex from Hubbard ordering us to the RPF, and a "Flag Conditions Order" announcing our assignment was issued.

<http://www.gerryarmstrong.org/50grand/cult/fco-4517-rpf-assignments.html>

Initially, we were the only RPF members in Clearwater. Within a few days, more FLB crew began to be assigned, and over the next seventeen months until I graduated the RPF complement grew to about eighty.

34. During the majority of those months, I was the RPF Bosun, the most senior RPF member. At one point, I was demoted from the Bosun post, and Terri was demoted from the "Master at Arms" ("MAA") post, the second in command of the RPF, for "out ethics."



<http://www.gerryarmstrong.org/50grand/cult/ed-81-rpf-bosun.html> We were both also assigned an extra month in the RPF as punishment for "criminal neglect" and "slackness." <http://www.gerryarmstrong.org/50grand/cult/eo-24-addl-rpf-duty.html> After about four months, I was reposted as Bosun, and kept that post until I "graduated" at the beginning of December 1977.

35. As the Bosun, I acquired knowledge of RPF policies, punishments and other practices. I was required to detain people against their will, prevent them from leaving, keep them under guard, force them to perform hard labor as punishment without pay, subject them to invasive and coercive interrogations, and force them to sign lists of their "crimes" extracted from their auditing files. I was required to forcibly separate RPF members from spouses and children, cut them off from information in the outside world, and enforce the idea that they were "criminals." The RPF was a degrading experience that violated people's civil rights and human dignity.

36. I was also required to participate in deceiving local officials, people's families and the whole world about conditions in the RPF and about violations of local housing and safety regulations. On a number of occasions while I was in the Clearwater RPF, we received advanced warnings of official inspections and the whole of the RPF complement were required to hide the fact that approximately forty people were sleeping in an unventilated storage room, and more were sleeping in a parking garage. We were required to hide the fact that the RPF "course room" was in the same unventilated storage space, and we were required to cover all our mattresses, clothing and course materials with sheets or blankets to make the space appear to be used for storage. We were required to delay any punishments of RPF members until the inspectors had left, and we were required to move any RPF's RPF details out of any area that might be inspected.

37. In July 1977, agents of the Federal Bureau of Investigation raided Scientology's GO Intelligence Bureaus in Los Angeles and Washington D.C. as a result of an organization intelligence operative informing the FBI about illegal activities. Eleven intelligence personnel were subsequently charged with Federal crimes, nine of whom, including Mary Sue Hubbard, were found guilty of one plea-bargained felony count after a non-jury trial based on an October 1979 Stipulation of Evidence. <http://www.xenu.net/archive/go/legal/legal.htm> The remaining two GO personnel were tried and found guilty of nine counts of aiding and abetting second degree burglaries. All eleven were ultimately fined and incarcerated in Federal prisons. At least thirty-four other Scientologists, including L. Ron Hubbard, were named as unindicted co-conspirators. The Scientologist informant was granted protective custody by the U.S. Marshals Service.

38. The illegal activities detailed in the Stipulation of Evidence included infiltrating and burglarizing U.S. Federal offices, theft from those offices, buggings, forging of official identification cards, making false statements before a grand jury, cover-up of crimes, harboring and concealing a fugitive, and kidnapping. Offices infiltrated or burglarized by the Scientology operatives included the Intelligence Division of the U.S. Coast Guard, the U.S. Department of Justice, the Internal Revenue Service, the Drug



Enforcement Administration, the U.S. Courthouse for the District of Columbia, the U.S. Post Office, the Labor Department's National Office, the Federal Trade Commission, the Department of the Treasury, the U.S. Customs Building, U.S. Attorney's office, and private law firms. The Scientology operatives' plans also included the penetration of one hundred thirty-six additional government agencies including the Administrative Office of the U.S. Courts, the CIA, the Executive Office of the U.S. Attorneys, the FBI, and a number of U.S. Embassies and Consulates abroad.

39. The Sentencing Memorandum dated December 16, 1980 filed in case of the two separately tried Scientology officials provides the Government's view of the organization's criminal conspiracy, its "fair game doctrine," and its campaign to destroy its "enemies'" civil rights.

[The Scientology conspirators] challenged and attempted to undermine the judicial and governmental structure of the United States.

....

Thus, they perpetrated a fraud upon the American judicial system.

....

These crimes included: the infiltration and theft of documents from a number of prominent private, national, and world organizations, law firms, newspapers, and private citizens; the execution of smear campaigns and baseless law suits for the sole purpose of destroying private individuals who had attempted to exercise their First Amendment rights to freedom of expression; the framing of private citizens who had been critical of Scientology, including the forging of documents which led to the indictment of at least one innocent person; and violation of the civil rights of prominent private citizens and public officials.

.....

[T]hese documents establish beyond question that the defendants, their convicted co-defendants, and their unindicted co-conspirators, as well as their organization, considered themselves above the law. They believed that they had carte blanche to violate the rights of others, frame critics in order to destroy them, burglarize private and public offices and steal documents outlining the strategy of individuals and organizations that the Church had sued. These suits were filed by the Church for the sole purpose of financially bankrupting its critics and in order to create an atmosphere of fear so that critics would shy away from exercising the First Amendment rights secured them by the Constitution. The defendants and their cohorts launched vicious smear campaigns, spreading falsehoods against those they perceived to be enemies of Scientology in order to discredit them and, in some instances, to cause them to lose their employment.

....

To these defendants and their associates, however, anyone who did not agree with them was considered to be an enemy against whom the so-called "fair game doctrine" could be invoked. Allard v. Church of Scientology of California, [58 Cal. App. 3d 439, 129 Cal. Rptr. 797 (Ct.



App, 1976), cert denied, 97 S. Ct. 1101 (1977)]. That doctrine provides that anyone perceived to be an enemy of Scientology or a "suppressive person," "[m]ay be deprived of property or injured by any means by any Scientologist without any discipline of the Scientologist. [He m]ay be tricked, sued or lied to or destroyed." Id. This policy, together with the actions of these defendants who represent the very top leadership of the Church of Scientology, bring into question their claim that their Church prohibited the commission of illegal acts.

....  
The defendants directed and encouraged a number of covert operations against private individuals and public officials to destroy and discredit these persons because they had either attempted to exercise their First Amendment rights by criticizing Scientology or by attempting to carry out their duties as public officials.

.....  
That these defendants were willing to frame their critics to the point of giving false testimony under oath against them, and having them arrested and indicted speaks legion for their disdain for the rule of law. Indeed, they arrogantly placed themselves above the law meting out their personal brand of punishment to those "guilty" of opposing their selfish aims. ¶The crimes committed by these defendants is of a breadth and scope previously unheard. No building, office, desk, or files was safe from their snooping and prying. No individual or organization was free from their despicable scheming and warped minds.

.....  
These defendants rewarded criminal activities that ended in success and sternly rebuked those that failed. The standards of human conduct embodied in such practices represent no less than the absolute perversion of any known ethical value system. In view of this, it defies the imagination that these defendants have the unmitigated audacity to seek to defend their actions in the name of "religion." That these defendants now attempt to hide behind the sacred principles of freedom of religion, freedom of speech and the right to privacy -- which principles they repeatedly demonstrated a willingness to violate with impunity -- adds insult to the injuries which they have inflicted on every element of society. ¶These defendants, their co-conspirators, their organization, and any other individual or group that might consider committing similar crimes, must be given a clear and convincing message: criminal activities of the types engaged in here shall not be tolerated by our society.

<http://lisatrust.bogie.nl/legal/snowwhite/USAVKEMBER+BUDLONG-SENTENCING%20MEMO.PDF>

40. At the end of December 1977, Terri and I were ordered to the secret Scientology base that had been established on some properties in La Quinta, California. Within a day of our arrival, Hubbard also arrived at the properties from Sparks, Nevada. He had fled from La Quinta in July 1977 at the time of the FBI raids on the GO's



Intelligence Bureaus, and had hidden out in Sparks with a very few personal staff Scientologists. When the GO determined that Hubbard would not be indicted in the Grand Jury investigation resulting from the FBI raid, it was considered that it was safe for him to return to the La Quinta base.

41. For the next approximately nine months, I worked in various positions on a Cinematography crew Hubbard had ordered be assembled at La Quinta to shoot Scientology training movies for which he had written the scripts. My posts included Set Builder, Assistant Camera, Lighting Grip, Location Scout, Sets In-Charge and Assistant Producer, and I acted in several of the films. The base personnel's initial "cover" for the people and activity on the properties was that we were all "friends of Norton Karno." Karno was an attorney who had worked for the GO, handled aspects of Hubbard's tax matters, and had been involved in the purchase of the La Quinta properties. When the movie making increased and started including night shoots, the Cine crew grew to about a hundred Sea Org members, and a studio was built on another property that had been purchased nearby in Indio, our cover was changed to "Perfect Pictures," a company producing "educational films."

42. Security was top priority at La Quinta, as it had been at the Dunedin, Florida and Culver City, California apartments where I had been with Hubbard. The location of the base was kept secret from our families, and even from almost all other Scientologists. In addition to my movie-making duties, for my first few months at La Quinta I also stood a shift every second day as a night guard outside Hubbard's residence. I had to stay perched in a tree, watch for anyone approaching the property, and alert a security unit and Hubbard's Messengers by radio if anyone did approach. I was drilled to deny I knew Hubbard, to refuse service of process, kick into the dirt any documents served, and delay anyone coming onto the property long enough so that Hubbard could make an escape in a car that was kept close by for that purpose.

43. In late September 1978, Hubbard got the idea that I, and five other Cine crew including Terri, were "joking" about his movie making, and he ordered all of us to the RPF unit that had been formed at the La Quinta base. I had not been "joking," and I requested a "Committee of Evidence," a Scientology "justice" procedure, to review my assignment. The "Committee" found me "guilty," however, and it took me another eight months to get "reprieved" and admitted back into regular crew.

<http://www.gerryarmstrong.org/50grand/cult/findings-recs-1978-10-04.html>

During most of my time in the RPF at La Quinta I worked on renovating Hubbard's residence, carpeting and tiling floors, painting rooms, cleaning and re-insulating the ducting, and laying brickwork for his walkways.

44. Around the time of my RPF assignment, the La Quinta cover was blown by some former crew members who went to the media about abuses at the base. As a result, Hubbard ordered another property purchased, a resort and golf course at Gilman Hot Springs, near Hemet, California, and he himself left the La Quinta base and hid out for some weeks in motels with a few personal staff. In early December 1978, the RPF members at La Quinta were ordered to Gilman Hot Springs, also known as the "Special



Unit," or "SU," to renovate and decorate a house that Hubbard had chosen for his residence, and to renovate and decorate offices for him on the property. Over the next several months, the RPF removed all old insulation from Hubbard's house, and re-insulated, rewired, replumbed, cleaned, painted, tiled, refurnished and redecorated it, and did the same for his offices.

45. In the spring of 1979, on the same day that I was reprieved from the RPF, my wife Terri announced to me that she had been ordered that either she divorce me or she could not continue to be a Messenger for Hubbard. She said that she had chosen Hubbard and that was the end of our relationship. I continued to work on renovating Hubbard's home, posted as the LRH Renovations In-Charge. In the summer of 1979, I was posted as the D/CO HU SU, the head of Hubbard's "Household Unit" at Gilman. My "juniors" included the LRH Steward, the LRH Carpenter, the LRH Groundsman, the LRH Electrician and the LRH Gear In-Charge, who was responsible for his personal belongings stored on the Gilman property.

46. During this period of time, Hubbard stayed with a number of Sea Org members on his personal staff in an apartment complex in Hemet. He came to the newly renovated and decorated house at Gilman on a number of occasion for clandestine meetings with Mrs. Hubbard or to supervise photographic shoots on the property. I was responsible for ensuring his home was clean and set up for his stay, and for his security arriving and leaving the Gilman base. Security for the entire base was top priority as it has been at La Quinta. Our initial "shore story" at Gilman was a fake organization called the "Scottish Highland Quietude Club." I had a cover name of "Gerald Amery," that had been arranged when I was in La Quinta, and I was given a "home address" in Los Angeles at a location I had never been to, but which was controlled by the GO.

47. At the beginning of 1980, the threat of an imminent raid by some law enforcement agency was announced by the CMO at Gilman. Everyone was required to go through all their documents and find and remove anything that showed Hubbard's control of Scientology, his control of organization monies, his ordering of staff at Gilman or staff anywhere to do anything, his having been at Gilman, or his intention to live there. A commercial paper shredder was rented and operated day and night for weeks to destroy hundreds of thousands, or millions, of pages of incriminating documents, and the shredded paper was removed from the property by truck.

48. During this shredding operation, the LRH Gear I/C came to me with a box of Hubbard's papers from his personal storage and asked me if they should be shredded. I determined that the papers were old letters, diaries and other records predating the Scientology organizations and without any value as evidence to whatever law enforcement agencies could conduct a raid. I determined that these old papers had historical value, however, so I moved them to Hubbard's Personal Public Relations Bureau ("LRH PPRO Bu"). I also went into Hubbard's storage, found several more boxes of his early papers, and moved these as well to the PPRO Bu.



49. I then wrote a petition to Hubbard, informing him of the discovery of his old papers, and requesting to be posted in the PPRO Bu to handle research for his biography and related projects, which included a film of his life, a museum, and a "Nobel Prize Project" that Hubbard had ordered to have the Scientology organization get him a Nobel Prize. In my petition, I suggested that my duties would include collecting up Hubbard's documents, manuscripts and writings of any kind from around the world, interviewing people who had personal contact with Hubbard, and liaising with a biographer.  
<http://www.gerryarmstrong.org/50grand/writings/historical/armstrong-pet-lrh-1980-01-08.html>

50. Hubbard approved my petition, I transferred to the PPRO Bu, and was posted as the LRH Biography Researcher, and LRH Archivist. Because of his fear of being served with subpoenas in then pending civil lawsuits and an approaching Tax Court trial, within about a month of my posting, Hubbard fled from the Hemet location along with two personal staff members, and went into deeper hiding. At the same time, because of a continuing fear that the Gilman Hotsprings property might be raided by law enforcement, most of Hubbard's personal staff, including the PPRO Bu, moved our files, equipment and operations to the Scientology Complex on Sunset Boulevard in Los Angeles. It was felt that in the LA Complex we could blend in with other "lower level organization" Scientology staff members, and not be targeted in a raid.

51. During my first several months in LA in 1980, I was also assigned as "Mission Second," the Sea Org Missionaire under the "Mission In-Charge," on a mission for Hubbard called "Mission Corporate Category Sort-out" ("MCCS"), the purpose of which was to work out an organization strategy and corporate restructuring so that Hubbard could continue to control and direct the global Scientology enterprise but avoid legal accountability. As MCCS Second, I dealt with Hubbard's and the organization's attorneys and acquired a knowledge of then-existing legal problems, threats and illegalities. Because of attempts to serve Hubbard in various lawsuits, I was required to not admit to Scientologists or wogs that communications from the organization could be gotten to him. I knew this was untrue, however, and that he was in continual communication through his personal Scientology staff, and I sent him materials myself during this period.

52. In October 1980, one of Hubbard's attorneys arranged for a wog writer Omar Garrison to contract with a Scientology publishing company in Denmark to write Hubbard's biography. As called for in the contract, I became Garrison's research assistant, and worked with him in this capacity until I left the organization in December 1981. I set up an office for Garrison in the LA Scientology Complex, and provided him with office equipment and supplies. I provided him with approximately one hundred thousand pages of material from Hubbard's personal archive, scheduled interviews with Hubbard's family members and other people who had known him personally, and helped Garrison in answering his questions and in any way possible.

53. Throughout 1980 and 1981, I assembled an archive of approximately five hundred thousand pages of documentation covering Hubbard's family, education, writings,



military service, travels, accomplishments and other relevant parts of his history. I traveled to England, Florida, Washington, Oregon, Nevada, Montana, Nebraska, Utah, Iowa, Kansas, British Columbia and Manitoba collecting biographical material, doing genealogy research or contacting Hubbard's relatives or former associates. On behalf of Scientology, I also purchased a number of people's collections of Hubbard-related documents and memorabilia. I purchased file cabinets and a photocopier, made bound volumes of document copies, and organized and filed originals and copies. I read and studied thousands of pages of Hubbard's personal records, many of them in his own handwriting.

54. Through this study of Hubbard's personal records I slowly came to the conclusion that he had lied about virtually every part of his life, and even in the statements he had made about himself, or had Scientology's representatives make about him, which had drawn me into the organization, and kept me laboring and subjected to frightful abuse all those years. I discovered and documented during the period when I possessed Hubbard's personal records that contrary to his representations, he:

- was not a scientist;
- was not an engineer;
- was not a nuclear physicist;
- did not have many degrees and was not very skilled by reason of study;
- had not been crippled or blinded in the Second World War;
- had not cured himself with his mental science;
- had not been awarded twenty-one medals, including two purple hearts.

Hubbard lied about his travels, his "expeditions," his family, his friends, his military service, his involvement in "black magic," his "research," his honesty, his "ethics," his intentions, wogs, Scientologists, and the promised results of Scientology.

55. Through my study of Hubbard's documents and his life, by the time I left Scientology in December 1981, I had also shed much of the brainwashing or programming about the "technology" and the organization with which I had been inculcated throughout my more than twelve years of involvement. I concluded that, contrary to Hubbard's and the organization's representations, Scientology:

- was not mathematically precise and not an exact science, indeed was no science at all;
- had not had a more grueling testing than all other subjects on earth except physics and chemistry;
- was not based on Hubbard's scientific research;
- does not work uniformly, and is not the only system on earth that works for improving the health, intelligence, ability, behavior, skill and appearance of people, indeed does not work for improving the health, intelligence, ability, behavior, skill and appearance of people;
- does not produce the ability to handle any and all problems, indeed it causes terrible problems;
- is not the most ethical organization on the planet, indeed it is an extremely unethical organization;



- is not the only hope for mankind's survival, indeed is no hope for mankind's survival but is a threat to survival;
- did not do and could not do what it says.

56. By the time I left the organization, it was becoming obvious to me that I had been defrauded out of all the years I had served Hubbard and Scientology and the money I had paid and the effort I had made to obtain their promised results. I concluded that, contrary to Hubbard's and Scientology's representations, as a result of applying or being subjected to the application of their "technology:"

- I had not improved in health, intelligence, ability, behavior or skill;
- I did not have the ability to handle any problem;
- having attained the state of "Clear," I did not have complete recall of everything that ever happened to me or anything I ever studied, I could not do mental computations and study anything in less than one-hundredth the time, or indeed any faster than, such computations or study took before "clearing," I still got colds, my vigor, persistence and tenacity to life were not higher than anyone had thought possible, my physical vitality was not markedly improved, and all psychosomatic illnesses had not vanished to never return;
- Scientology "auditing" psychotherapy did not raise my IQ an average of a point per hour, indeed, after over a thousand hours of auditing, my IQ had not been raised even a single point.

57. Initially, during 1980, when I started to discover that Hubbard's own documents contradicted his published statements about his history, I "explained away" the discrepancies to myself, or held any judgment in abeyance, thinking that further research would resolve the discrepancies. I also remained completely devoted to Hubbard and to Scientology right up until I had no choice but to leave the organization. Gradually, however, I came to see that Hubbard was in fact lying, and I began to espouse the idea that for Scientology to succeed, for Hubbard to be able to come out of hiding, and for his work to be accepted legitimately, we Scientologists had to ourselves stop lying and stop disseminating Hubbard's lies.

58. In pursuit of this idea, I critiqued, edited or rewrote a number of public relations pieces about Hubbard, "about-the-author" sections of his books, or biographical sketches that Scientology was disseminating. I attempted to prevent the publication of new writings containing falsehoods, and to get the organization to remove earlier writings containing falsehoods from its literature. Some of the people responsible for these publications were grateful for my research and for my identification and correction of falsehoods they contained. A very senior executive close to Hubbard, however, Norman Starkey, became enraged because I was questioning and disproving Hubbard's claims. Starkey threatened me, and ordered that I be "sec checked" to find out what I had been saying that was critical of Hubbard, and what documents I had been giving to the biographer Garrison. I was able to talk my way out of the sec check, and wrote my concerns in a dispatch to the staff member who had been ordered to get me sec checked.



59. I had remarried in December 1980 to another SO staff member Joyce, and in October 1981 she transferred to the PPRO Bu to work with me on the Hubbard biography. Through her study of Hubbard's documents, Joyce also came to realize that he was lying about himself and about Scientology, and that the organization was publishing and disseminating his lies, and enforcing belief in those lies among Scientologists. It is strictly forbidden for Scientology staff members, even spouses, to discuss their criticisms of Hubbard or the organization; nevertheless, Joyce and I began to talk between ourselves about the lies we had discovered, about organization criminality, and about our fears of being found out and locked up or worse. During our final few weeks in the SO, we suspected that we were being electronically bugged, and we only discussed our criticisms, fears and plans while away from the Scientology property, or in our room in whispers with a radio turned up loud.

60. Omar Garrison also recognized that there was a huge discrepancy between what Hubbard and the organization had written and published about Hubbard's history and what was revealed in the source materials I was providing from his personal archive. Garrison had written three books about Scientology before undertaking the Hubbard biography, and came to realize that the organization personnel with whom he had dealt in writing the earlier books had provided him with false information. Garrison was determined that in the biography project he would not write a panegyric or anything untrue or unconscientious. He also understood that this determination to write the truth could bring him into conflict with the people running Scientology and responsible for project, including with Hubbard himself.

61. After I was threatened by the senior executive and ordered to be sec checked about what I was saying about Hubbard, and because of our dawning awareness of organizational fraud and criminality, which we could no longer justify, Joyce and I decided to leave the SO and Scientology. Because of our fear that we would be forcibly detained, separated, locked up, sec checked, stripped of all our personal Scientology-related possessions, and forced to sign "confessions" of our "crimes," we knew that we could not announce our plan to leave, but had to escape. By this time I knew that sec checks were invasive, abusive interrogations to break people and obtain information with which to blackmail and control them, and I knew that I would never again submit to being sec checked by the Scientology organization.

62. I also knew that because of the knowledge I had of Hubbard's and his organization's lies, fraud and other criminal activities, because of the enormous security threat my leaving would be considered by organization leaders, and because of my determination to not submit to further abuse by Scientology and Scientologists, there was a very high likelihood that I would be murdered if anyone discovered my intention to leave. Over a two-week period, Joyce and I moved our small amount of personal effects out of our room and off the Scientology Complex property a bit at a time. On December 12, 1981 we borrowed one of Garrison's vehicles, carried our last personal belongings



out of the organization, delivered to Garrison a final batch of biography materials, and drove to Canada.

63. This was a very troubling time for Joyce and me because we had been lied to, abused and cheated out of so many years of our lives in Scientology, had no money, and now felt threatened for fair game. Nevertheless, we tried to make the best of our circumstances, to not become embittered, and to get on with our lives. At Garrison's request, because he still needed my help on the Hubbard biography project and offered me a job in his small publishing company, Joyce and I returned to California in early 1982 and got an apartment in Costa Mesa. Soon after our arrival, we both got jobs in a law firm in Newport Beach, where we worked until 1984. I continued to help Garrison, who also had an apartment with his wife in Costa Mesa, with various aspects of the biography project.

64. Very soon after our arrival back in California, because of communications with family and friends, Joyce and I knew that GO Intelligence Bu personnel were investigating us, and we picked up surveillance near our apartment. A few of the GO intel reports from that period are listed on this web page:  
<http://www.gerryarmstrong.org/50grand/cult/scientology-ops-docs.html>  
E.g., <http://www.gerryarmstrong.org/50grand/cult/b1-dr-1982-02-22.html>  
On February 18, 1982, Scientology published a "Suppressive Person Declare" on me for the "high crimes" of leaving the SO and leaving Scientology, and for "spreading destructive rumours" about Hubbard.  
<http://www.gerryarmstrong.org/50grand/cult/ga-sp-declare.html>

65. By the time that Scientology issued its SP Declare on me, I knew that such publications were instruments of the organization's policy and practice of "black propaganda," or "black PR," which is itself a key component of fair game. Hubbard defined black PR as:

- the destroying of the reputation or public belief in persons, companies or nations;
- a common tool of agencies who are seeking to destroy real or fancied enemies or seek dominance in some field;
- using slander or lies to weaken or destroy;
- using imagination in order to degrade or vilify or discredit an existing or fancied image.

Suppressive Person Declares are used by Scientology to degrade or vilify a person whom organization leaders consider an "enemy" and want to destroy. SP Declares are an instrument in a campaign to destroy a target's reputation among all Scientologists and to create an atmosphere in which further fair gaming of the target becomes laudable.

66. Hubbard stated in one of his policy directives that labeling someone an "SP" "is a kind action." By the time I left the Sea Org, however, I knew that Hubbard's statement is utterly false, a justification for antisocial and criminal actions toward SPs pursuant to black PR and fair game, and actually a further act of cruelty toward people labeled "SP."



By that time, I knew that the people Scientology was declaring, labeling and targeting as "Suppressive Persons" were:

- not the two and one-half percent most evil wogs in the world;
- not insane;
- not psychotic;
- not criminal;
- not destructively antisocial;
- not committing hidden crimes continuously;
- not dramatizing the overt or covert but always complex and continuous determination to destroy;
- not goofing up or vilifying any effort to help anybody and particularly knifing with violence anything calculated to make human beings more powerful or intelligent;
- not automatically curving any betterment activity into something evil or bad;
- not the only thing wrong in this universe;
- not at the root of every bad condition;
- not incapable of having friends;
- not in a class with Hitler, Stalin, Dillinger and Genghis Khan;
- not filling the institutions with victims, the hospitals with the sick and the graveyards with the dead;
- not the only people who do not get gains from Scientology auditing therapy; and,
- not without any rights of any kind.

67. By the time I left the SO, I knew that the threat of being labeled an "SP" was used inside the organization to terrify and control Scientologists, and was a greater threat even than being RPFed. There was no real recourse to being declared an SP, because it meant that the declared person was in a class of people whose condition, according to Scientology teaching, cannot be changed, just as many other conditions or handicaps or a person's race cannot be changed. Scientologists used the label of SP very frequently, and people in my own life, including in my own family, were identified to me as SPs. Because Scientology taught that SPs cause all illness, every time an organization member became ill, it was necessary to "find the SP" to whom he was connected and "disconnect" from that SP. It was a "high crime" for any Scientologist to remain connected to an SP, and punishable with being "declared" oneself. Hubbard's SP doctrine, policies and practices and their enforcement by Scientology brought Scientologists to hate, fear and fair game SPs, who were in truth generally ordinary, decent, loving human beings.

68. In April 1982, Scientology leaders set up a "sting" purchase of three sets of photographs of Hubbard and other people in the Sea Org that were owned by two other former SO members and me. When I delivered the photos to the "purchaser" to examine before the "sale," Scientology personnel seized two of the sets. I went into the Los Angeles Complex along with Joyce and Mr. and Mrs. Garrison and demanded return of the photos stolen from me and the other ex-SO members. The Scientology personnel to



whom I spoke refused to return the photos, and my ex-wife Terri told me as a threat to get a lawyer.

69. Within a few days of Scientology's theft of the photos, I contacted Boston, Massachusetts lawyer Michael J. Flynn, whom I knew to be representing a number of people in lawsuits against the organization. A few days after that, Flynn flew me to Tampa, Florida and had me driven to Clearwater where he and a number of his clients were participating in a hearing into Scientology being conducted by local government officials. I told Flynn about my history, circumstances and the threat I was experiencing, and he agreed to represent me against the organization.

70. On April 22, 1982 Scientology published another SP Declare on me, this time charging me falsely with eighteen additional "crimes" or "high crimes," including theft, reselling organizational material for private gain, submitting false purchase orders and willful loss or destruction of organization property.

<http://www.gerryarmstrong.org/50grand/cult/ga-sp-declare-rev.html>

In its SP Declare, Scientology also falsely claimed that I was promulgating false information about Scientology, Hubbard and Scientologists, creating and transmitting erroneous information under the guise of "documentation," falsifying reports, and altering documents.

71. Upon receiving this second SP Declare, I was shocked and terrified because of the blatant lies about me it contained and because it signaled that Scientology was going to go all out to destroy my reputation, credibility and life. I therefore asked Omar Garrison for copies of documents that I believed I would need to defend myself legally and to demonstrate that what I had been promulgating was true information about Hubbard and Scientology, that my reports were not false, and the Hubbard documents were not altered. Garrison was himself fearful that Scientology would steal the documents I had provided to him for the Hubbard biography, so had already copied much of the documentation and stored the duplicate documents away from his home. He agreed that I could have whatever documents I believed were necessary to defend my wife and me and disprove the black PR on me that Scientology was promulgating.

72. After obtaining the documents from Garrison, I sent them to Flynn in Boston and to the law firm of Contos & Bunch in Woodland Hills, California, who had also agreed to represent me as Flynn's co-counsel. During this period, I also began to write declarations concerning my experiences inside Scientology and my knowledge of Hubbard's lies and organization fraud and criminality. These declarations would be used by civil litigants against Scientology and by law enforcement agencies in their investigations of the organization. E.g., <http://www.gerryarmstrong.org/50grand/legal/decl-1982-07-22.html>  
<http://www.gerryarmstrong.org/50grand/legal/affi-1982-07-26.html>

73. In August 1982, using the corporation Church of Scientology of California ("CSC") as plaintiff, the organization filed a lawsuit against me in Los Angeles Superior Court, Case No. C 420153, alleging conversion of the biography documents and breach of fiduciary duty. Mary Sue Hubbard intervened, alleging conversion and invasion of



privacy. I filed a cross-complaint for fraud, intentional infliction of emotional distress, libel, breach of contract, and tortious interference with contract. In September, the Court ordered that the documents I had obtained from Garrison and sent to my attorneys be delivered to the Clerk of the LA Superior Court for keeping during the litigation.

74. From at least July to September 1982, Scientology hired a number of private investigators or other agents to spy on, harass, threaten and terrorize my wife and me. Acts by organization agents during this period include:

- physical assault, by being struck and pushed around;
- getting in my wife's and my space and face in an intimidating manner;
- coming onto our property;
- frightening our neighbors;
- spying on and frightening our law firm co-workers;
- running into me bodily with a car;
- terrorizing us on a highway by getting in front of us and slamming on the brakes, and then coming alongside and into our lane to push us off the road;
- following us in an intimidating manner wherever we went for days on end.

75. While the civil litigation proceeded, Scientology attempted to get the Los Angeles Police Department to bring criminal charges against me, falsely claiming that I had stolen the documents, which I had provided Garrison pursuant to the contract drafted by Hubbard's attorney. Also during this period, beginning soon after I left the SO, the organization's intelligence bureau ran an operation to get a Scientology operative, a writer named Dan Sherman, to pretend to befriend me and get close to me. See, e.g., step15 in the GO Intelligence Bureau's "Armstrong Project" dated February 17, 1982: <http://www.gerryarmstrong.org/50grand/cult/gerry-armstrong-project.html>

76. Not long after the "Armstrong Project" started, Scientology's Guardian's Office intelligence functions were taken over by renamed organization components Office of Special Affairs ("OSA") and Religious Technology Center ("RTC"), and Sherman continued to be operated against me by OSA and RTC. He wrote me a number of letters and met me on a number of occasions, pretending to be antipathetic to organization management and supportive of me and the stand I had taken against organization fraud and abuses. He fooled me completely into believing he was an actual friend who actually liked me.

77. In the spring of 1984, a thirty-day bench trial of Scientology's and Mrs. Hubbard's complaints took place, presided over by LA Superior Court Judge Paul G. Breckenridge, Jr. My cross-complaint had been severed from the complaints and was not tried. On June 20, 1984 Judge Breckenridge issued a Memorandum of Intended Decision, which became the Judgment in the case on August 18, 1984. <http://www.gerryarmstrong.org/50grand/legal/a1/breckenridge-decision.html> Judge Breckenridge ruled against Scientology and Mrs. Hubbard, finding that I had organization authorization to provide Garrison with the documents from Hubbard's



archive, and that I was justified in obtaining documents from Garrison and sending them to my attorneys to defend my wife, myself and my reputation from fair game.

78. Judge Breckenridge was highly critical of Scientology for its fair game doctrine and of Hubbard for his lying and tyranny.

In addition to violating and abusing its own members civil rights, the organization over the years with its "Fair Game" doctrine has harassed and abused those persons not in the Church whom it perceives as enemies. The organization clearly is schizophrenic and paranoid, and this bizarre combination seems to be a reflection of its founder LRH. The evidence portrays a man who has been virtually a pathological liar when it comes to his history, background, and achievements. The writings and documents in evidence additionally reflect his egoism, greed, avarice, lust for power, and vindictiveness and aggressiveness against persons perceived by him to be disloyal or hostile.

79. Judge Breckenridge condemned the organization's practice of "culling" Scientologists' supposedly confidential "auditing files."

[Mrs. Hubbard] was the head of the Guardian Office for years and among other things, authored the infamous order "GO 121669" which directed culling of supposedly confidential P.C. files/folders for purposes of internal security.

...

The Douglasses and Dincalcises were disaffected Scientologists who had a concern for their own safety and mental security, and were much in the same situation as defendant. They had not been declared as suppressive, but Scientology had their P.C. folders, as well as other confessions, and they were extremely apprehensive.

...

The court is satisfied that [Defendant Armstrong] did not unreasonably intrude upon Mrs. Hubbard's privacy under the circumstances by in effect simply making his knowledge that of his attorneys. It is, of course, rather ironic that the person who authorized G.O. order 121669 should complain about an invasion of privacy. The practice of culling supposedly confidential "P.C. folders or files" to obtain information for purposes of intimidation and or harassment is repugnant and outrageous. The Guardian's Office, which plaintiff headed, was no respecter of anyone's civil rights, particularly that of privacy.

80. Judge Breckenridge also commented on the activities of the individuals Scientology had hired to harass my wife and me, and on the organization's effort to prevent one of my witnesses from testifying.

After the within suit was filed on August 2, 1982, Defendant Armstrong was the subject of harassment, including being followed and surveilled by individuals who admitted employment by Plaintiff; being assaulted by one of these individuals; being struck bodily by a car driven by one of these



individuals; having two attempts made by said individuals apparently to involve Defendant Armstrong in a freeway automobile accident; having said individuals come onto Defendant Armstrong's property, spy in his windows, create disturbances, and upset his neighbors. During trial when it appeared that Howard Schomer (a former Scientologist) might be called as a defense witness, the Church engaged in a somewhat sophisticated effort to suppress his testimony. It is not clear how the Church became aware of defense intentions to call Mr. Schomer as a witness, but it is abundantly clear they sought to entice him back into the fold and prevent his testimony.

81. Judge Breckenridge ruled that my attorneys and I were "free to speak or communicate upon any of [my] recollections of [my] life as a Scientologist or the contents of any exhibit received in evidence or marked for identification." And concerning the documents held by the Court Clerk, the Judge ruled:

As to the equitable actions, the court finds that neither plaintiff has clean hands, and that at least as of this time, are not entitled to the immediate return of any document or objects previously retained by the court clerk. All exhibits received in evidence or marked for identification, unless specifically ordered sealed, are matters of public record and shall be available for public inspection or use to the same extent that any exhibit would be available in any other lawsuit.

...

All other documents or objects presently in the possession of the clerk [ ] shall be retained by the clerk, subject to the same orders as are presently in effect as to sealing and inspection, until such time as trial court proceedings are concluded as to the severed cross complaint.

82. Within a day of Judge Breckenridge's decision, Joyce and I flew to the United Kingdom where I testified in a child custody case trial involving Scientology, Re: B & G (Wards) in the High Court in London. In a lengthy judgment issued July 23, 1984, Mr. Justice Latey censured Hubbard's lying, and a number of Scientology policies and practices including teaching people to lie, intelligence operations, punishment and persecution, the Suppressive Person doctrine, disconnection, fair game, and use of the law to harass. Justice Latey quoted Hubbard's directive that provides the organization's litigation strategy:

"Level "O" Checksheet by L. Ron Hubbard":

"The purpose of the suit is to harass and discourage rather than to win. The law can be used very easily to harass, and enough harassment on somebody who is simply on the thin edge anyway, well knowing that he is not authorised, will generally be sufficient to cause his professional decease. If possible, of course, ruin him utterly."

Some of the Scientology jargon in its own documents, which I have been citing may not be clear to someone who has not had to undergo the task of having them explained over the weeks. But their meaning is clear and they



show out of the cult's own mouth the frightening, disgraceful and illegal lengths to which it is prepared to go and does go.

<http://www.xenu.net/archive/audit/latey.html#7a>

83. While Joyce and I were in the UK, Scientology agents surveilled us, made a hang-up call to our hotel, followed us, and generally terrified us. Three Scientology agents harassed us at the airport when we were flying back to the U.S., falsely accusing me of passing "sealed documents" to a bearded Arab in a London tavern. I wrote a declaration detailing this harassment upon arrival back in the U.S.

<http://www.gerryarmstrong.org/50grand/legal/a1/decl-1984-07-01.html>

Some time later, Scientology produced declarations from two hired private investigators falsely swearing that they had observed me pass documents to a bearded Arab as the organization's agents falsely stated to Joyce and me at the London airport.

84. Throughout my LA Superior Court trial, Scientology operative Dan Sherman continued on his intelligence program, continued to profess his friendship, and was able to insinuate himself into the group of people opposed to organization abuses who attended the trial. Sherman met with Flynn and me, claiming to be disaffected with the organization, and told us that he was in communication with a group of Scientologists within the organization who were also opposed to the abuses and criminality of "management," wanted to reform the organization, and respected what we were doing in exposing the abuses. Sherman said that the core group, which numbered about thirty-five individuals, called themselves the "Loyalists," because they were "loyal" to what was good and honest in Scientology.

85. After the trial ended, but before Joyce and I flew to the UK, one of the "Loyalists," who identified himself as "Joey," and who I later learned was a David Kluge, phoned and asked if I wanted to get my auditing files. Scientology's leaders knew I wanted these files because I was attempting to get them in discovery, and my ex-wife Terri had reported that I wanted them in a debrief she wrote after a meeting we had in March that year.

<http://www.gerryarmstrong.org/50grand/cult/gamboa-debrief-1984-03-12.html>

I declined Kluge's offer because, even though the files were my property, my obtaining them could be construed as accepting stolen property, and because I was due to fly to the UK the same day the "Loyalists" said my files would be available. From what I now know, I have no doubt that this op was designed to entrap me in the commission of a crime.

86. After I returned to the U.S., Sherman and Kluge reestablished contact with me, and we met a number of times over the next five months. In late July 1984, Scientology commenced a media and legal attack on Michael Flynn falsely accusing him of masterminding a plot to cash a forged check for \$2,000,000.00 on one of Hubbard's bank accounts. Sherman and Kluge communicated that the "Loyalists" knew that it was a frame-up and that organization leaders were behind it, and the "Loyalists" were working to prove it was a frame-up. I was certain Flynn was innocent, and of course he was my



attorney and friend, so I was grateful for the "Loyalists'" help in clearing his name, and I was willing to help them as I could.

87. Over the next few months, the "Loyalists" sent me a number of messages via Sherman relating to the Flynn frame-up, including what they claimed was documentary evidence to be passed on to Flynn and the Assistant U.S. Attorney in Boston who was investigating the case. Because of their claimed fear of being discovered by organization leaders and murdered, I met with "Loyalists" Kluge and Mike Rinder in "secret" prearranged locations in Griffith Park and a Los Angeles area cemetery. Kluge also took me to a meeting with a woman he identified as "Rene," a "rich Scientologist who had been abused by the organization and who might back the "Loyalists" financially," and a meeting with an "attorney" "named" "Thomas Janeway." Kluge also attempted to get me to fly to Las Vegas to meet another "financial backer," but on my attorney's advice because of the risk I didn't make the trip. Knowing what I now know, there is no doubt that each of these meetings was recorded, and was set up to entrap me.

88. During this period, agents of the FBI who were involved in an investigation of the organization contacted me, and I met with them and discussed my Scientology experiences and knowledge. Justice Department attorneys who were litigating Scientology-related cases contacted me, and I communicated with them and provided them with declarations concerning my experiences and knowledge. Officers in the Ontario Provincial Police and the Clearwater, Florida Police Department who were investigating Scientology also contacted me, and I provided them with testimony about Hubbard, the organization and my experiences.

89. A short time after my LA trial, agents in the Criminal Investigation Division of the IRS in Los Angeles contacted me, and I met with them and provided them with whatever information I had concerning Hubbard and Scientology. The IRS obtained access to certain documents and audio recordings of MCCA legal strategy meetings that the Court Clerk had retained in my case, and which became the subject of the series of cases entitled U.S. v. Zolin.

E.g., <http://www.gerryarmstrong.org/50grand/legal/us-v-zolin-us-sup-1989-06-21.html>  
See also, <http://www.gerryarmstrong.org/50grand/legal/other-scientology-litigation.html>

90. I naturally informed the IRS CID agents with whom I communicated about the "Loyalists" and about their activities, plans and fears as Sherman, Kluge and Rinder expressed them to me. The CID agents indicated that they wanted the "Loyalists" to contact them, and that the CID would protect them, even by getting them into a witness protection program. I conveyed the CID's communications to the "Loyalists" via Sherman and Kluge, and also gave them the contact information for a Justice Department attorney involved in federal Scientology-related litigation.

91. On November 8, 1984, immediately following a Griffith Park meeting with Sherman, and during a meeting with the CID in the LA Federal Building, my car, which I had parked in an underground parking garage nearby, was broken into and a briefcase



containing original, irreplaceable writings and artwork and other documents was stolen from my locked trunk. My attorney Julia Dragojevic wrote to Scientology lawyer John Peterson demanding return of my property.

<http://www.gerryarmstrong.org/50grand/writings/dragojevik-ltr-1984-11-09.html>

A few days later I made a report of the theft to the LAPD.

<http://www.gerryarmstrong.org/50grand/legal/police/pol-rpt-1984-11-8-prelim.html>

92. On November 30, Peterson wrote to Ms. Dragojevic asserting that Scientology had no knowledge of the theft and suggesting that the FBI or the IRS were responsible.

<http://www.gerryarmstrong.org/50grand/writings/peterson-ltr-1984-11-30.html>

In 1991 and 1992, Vicki Aznaran, who had been a high organization executive working closely with David Miscavige, and who had left in 1987, told me that Miscavige had admitted to her that he possessed the materials stolen from my car, and described them to her as "weird poetry." In a number of conversations between 1998 and 2001, Jesse Prince, another former high Scientology executive who had worked closely with organization leader Miscavige, also told me that Miscavige bragged to him about possessing the materials stolen from my car, and described them similarly as "weird writing" and "letters to Hubbard."

93. In 1985, I filed a California Public Records Act request seeking records that the LAPD possessed concerning me, including concerning the November 8, 1984 theft of my briefcase, documents and art. From subsequent correspondence with the LA City Attorney's office, and from a study of what was and was not found in the LAPD's files concerning the theft, I have formed a belief that the LAPD's records were altered and/or destroyed in order to prevent an investigation of this crime. See, e.g.,

<http://www.gerryarmstrong.org/50grand/legal/police/ga-ltr-boeckman-1985-12-19.html>

<http://www.gerryarmstrong.org/50grand/legal/police/boeckman-ltr-1986-03-10.html>

94. During the "Loyalist Op," Sherman told me that Scientology's leaders had hired as their top private investigator Eugene Ingram, who had been a sergeant in the LAPD's vice squad, and who reportedly had been fired for, among other crimes, pimping and aiding drug dealers. Sherman told me that the Loyalists said that the organization had hired Ingram because he still had a lot of friends on the LAPD who owed him favors. I knew that Ingram was involved in the Scientology operation to frame Flynn with the forgery of the \$2,000,000 check, and I telephoned his office once to advise him he was framing the wrong man. I didn't get Ingram when I called, but he called me back and threatened that he was going to put a bullet between my eyes. I believe that Ingram is an unscrupulous and criminal individual and that, as he threatened, he would murder if he thought he would get away with the crime.

95. At one point, the "Loyalists," via Kluge and Sherman, asked for my help with a lawsuit by which they said they wanted to legally and safely take control of the organization from the leaders whom they identified as "criminals." At my request, Flynn drafted a "bare bones" complaint for the "Loyalists," which I gave to them and discussed with Sherman and Kluge. Because both of them claimed that they knew little about legal matters, a pair of meetings to discuss the complaint were set up on November 17 and 30,



1984 in Griffith Park in LA with the person they said was the "Loyalists'" legal expert. This turned out to be Michael Rinder, whom I had known on the "Apollo" in the SO. At our meetings, Rinder also appeared to have little understanding of the complaint or the legal concepts involved, and our conversations were frustrating. Now I know that his lack of understanding was faked as part of the Scientology intelligence op he was being run on to entrap me.

96. While Scientology's leaders ran their "Loyalist" intelligence op, they continued a global public black PR campaign against me. See, e.g., OSA International Executive Directive No. 19, dated September 20, 1984, entitled "Squirrels," the "routing" on which shows it was to be posted on every Scientology organization notice board and distributed to every Scientologist. "Squirrels," according to Scientology teachings, are "Suppressive Persons" whom the organization claims are engaging in "weird practices," or "altering Scientology," and who are hated and vilified by organization Scientologists. The black PR language Scientology uses in this document to attack me and the other five named individuals, is disgusting and shocking.

Their actions are destructive and aimed at the enslavement rather than the freedom of man...

[They] have attempted to taint government with their false reports...

[They] have offered false testimony to the IRS in order to protect their [crimes] against mankind...

[They] have misrepresented Scientology practices to the FBI or Justice Department in a futile attempt to taint the minds of the government and the courts against the Church of Scientology...

[T]heir continued desire to drag others to the level of beasts and animals devoid of spiritual qualities places them in the psychiatric camp of those who manufacture madness for profit.

<http://www.gerryarmstrong.org/50grand/cult/osa-int-ed-19-squirrels.html>

97. Also during this period, Joyce concluded that she could no longer bear the constant threat from Scientology that we had experienced virtually every day since leaving the organization. I saw, however, that I could not escape the conflict, that the threat would be present whatever I did or wherever I went, and that I had a responsibility to continue to oppose the organization and hopefully bring it to end its abusing and fair gaming of people. As a result, Joyce and I decided to separate, so that I could carry on the battle and she would be to some extent free of the threat she felt while living with me. In December 1984, I moved out of our Costa Mesa apartment, and traveled to my family's home in British Columbia for the holidays. Before I left, Kluge called me and told me that the "Loyalists" wanted action not words, that I had said something wrong, and they no longer trusted me.

98. After returning from B.C. in early 1985, I stayed with friends in southern California for some weeks, then traveled to Portland, Oregon to testify on behalf of the plaintiff in the trial of Julie Christofferson-Titchbourne v. Scientology, Multnomah County Circuit Court No. 7704-05184. During my cross-examination, Scientology attorney Earle C. Cooley revealed that Ingram had videotaped and audio taped my



meetings with Kluge and Rinder for the organization. Scientology lawyer Peterson claimed that the taping operation had been authorized by the Los Angeles Police Department, and the organization produced three letters dated November 7, 13 and 28 1984 signed by an LAPD officer Phillip Rodriguez, directing Ingram to electronically eavesdrop on me, Flynn and others.

<http://www.gerryarmstrong.org/50grand/legal/police/rodriguez-auth-1984-11-07.html>

99. On April 23, 1985, Los Angeles Police Chief Daryl F. Gates issued a public statement completely repudiating Scientology's claim that the LAPD had authorized Ingram's eavesdropping and declaring the Rodriguez "authorizations" invalid.

It has come to my attention that a member of the L. A. P. D. very foolishly, without proper authorization and contrary to the policy of this Department, signed a letter to Eugene M. Ingram, believed to have been drafted by Ingram himself. The letter purports to authorize Ingram to engage in electronic eavesdropping. The letter, along with all the purported authorization, is invalid and is NOT a correspondence from the Los Angeles Police Department.

The Los Angeles Police Department has not cooperated with Eugene Ingram. It will be a cold day in hell when we do.

I have directed an official letter to Ingram informing him that the letter signed by Officer Phillip Rodriguez dated November 7, 1984, and all other letters of purported authorizations directed to him, signed by any member of the Los Angeles Police Department, are invalid and unauthorized.

Internal Affairs Division is now investigating the entire incident.

<http://www.gerryarmstrong.org/50grand/images/gates-announcement.gif>

100. Scientology sought to have the videotapes of the meetings with Kluge and Rinder admitted into evidence in the Christofferson trial, and the presiding Judge Donald F. Londer initially refused, ruling that the organization had made them illegally. After viewing the tapes in chambers, however, he stated that "the tapes are devastating, very devastating to the church," and for that reason admitted them into evidence. Despite Chief Gates' denouncement of Ingram, Rodriguez and their eavesdropping "authorizations," and despite Judge Londer's ruling that the tapes were illegal, and his comment that they were devastating to Scientology, the organization immediately commenced a black PR campaign against me concerning the videotapes that continues to this day.

101. Even while the Christofferson trial proceeded, Scientology published and disseminated internationally an edition of its black propaganda magazine ""Freedom"" containing a mendacious and perverse account of their "Loyalist" operation.

<http://www.gerryarmstrong.org/50grand/cult/freedom-1985-04-1.html>

The tapes were terribly embarrassing to me because I curse and make some bawdy jokes while being covertly videotaped. The tapes were also psychologically devastating to me because of the betrayal, entrapment and hatred by Sherman, Kluge, Rinder, Miscavige and Scientology that they represent to me. The tapes do not, however, contain or show



what the organization and its agents have for more than eighteen years claimed they contain and show.

102. Because of Scientology's unceasing lying about its "Loyalist" operation, including lies by organization leader Miscavige in a sworn declaration, I have detailed what actually happened in several declarations since 1985. See, e.g., two declarations I wrote in response to Miscavige and Scientology lies that were filed in the case of Scientology v. Fishman & Geertz, USDC for the Central District of California, Case No. CV 91-6425 HLH(Tx).

<http://www.gerryarmstrong.org/50grand/legal/decl-1994-02-22.html>

<http://www.gerryarmstrong.org/50grand/legal/decl-1994-02-20.html>

The tapes show that in the fall of 1984, during the reign of the organization's present supreme leader [Miscavige], the fair game doctrine was alive and as unfair as ever. The tapes show a mean-spirited, mendacious and malevolent organization using well-drilled operatives and electronic gadgetry to attempt, unsuccessfully, to set up an unwitting, funny, sometimes silly, clearly helpful, at times foul-mouthed, but otherwise ordinary human male.

103. Immediately following Scientology's disclosure of the videotapes in the Christofferson trial, the organization used staff members Kenneth Hoden, Kathleen Gorgon, Heber Jentzsch and David Butterworth and its attorney John Peterson to attempt to get the LA District Attorney to prosecute Flynn, LAPD Chief Gates, two IRS CID agents and me on various false criminal charges trumped up out of the "Loyalist" op. This effort to have us prosecuted for Scientology's own illegal actions, with organization personnel delivering voluminous materials ("data on the background of Jerry Armstrong") to the office of the DA, and meeting and telephoning several times with DA staff, continued until at least April 1986. At that time, the DA wrote a lengthy letter rejecting each Scientology charge, criticizing the organization's refusal to divulge requested necessary information, and concluding that "there is no evidence in support of the allegations of criminal conduct."

<http://www.gerryarmstrong.org/50grand/cult/d-atty-ltr-to-hoden-1986.html>

104. Hubbard provided Scientology's philosophy and policy underlying the organization's continuing conspiracy to have me prosecuted on false criminal charges in a very central directive entitled "The Scientologist - A Manual on the Dissemination of Material," originally published in 1955, and republished several times since.

The DEFENSE of anything is UNTENABLE. The only way to defend anything is to ATTACK, and if you ever forget that, then you will lose every battle you are ever engaged in, whether it is in terms of personal conversation, public debate, or a court of law. NEVER BE INTERESTED IN CHARGES. DO, yourself, much MORE CHARGING, and you will WIN. And the public, seeing that you won, will then have a communication line to the effect that Scientologists WIN. Don't ever let them have any other thought than that Scientology takes all of its objectives.



<http://www.gerryarmstrong.org/50grand/cult/dissemin-of-material-1976.html>

105. In the same directive, Hubbard laid out the other key part of Scientology's legal/litigation strategy.

The law can be used very easily to harass, and enough harassment on somebody who is simply on the thin edge anyway, well knowing that he is not authorized, will generally be sufficient to cause his professional decease. If possible, of course, ruin him utterly.

Employing the courts and law enforcement agencies to do Scientology's "much more charging" on its manufactured evidence, and using the law to harass and ruin people utterly, are, of course, unlawful uses of the law and justice system.

106. In addition to making countless false statements about what the illegally made videotapes show or contain, Scientology also altered the tapes, at a minimum deleting audio sections where the organization's agents acknowledge and discuss its criminal activities. Scientology also created at least one radically edited videotape version of my meetings with Kluge and Rinder that uses certain of my statements out of order and out of context, and adds a Scientologist narrator to create a false and perverse picture of what was occurring. A number of people have told me that the organization ordered Scientologists to attend showings of edited versions of the videotapes at various Scientology locations internationally, and then "regged" (used high pressure sales techniques on) each of the attendees for \$2000 for the organization's International Membership Unit's "war chest." I was told that Scientology's "target" for this "reg cycle" was 25,000 Scientologists, or \$50,000,000. See, e.g., this announcement of the videotape playing that was posted inside and around the Scientology complex in LA and distributed to Scientologists in or about May 1985.

<http://www.gerryarmstrong.org/50grand/cult/ias-flyer-1985-04.html>

107. In September 1985, I moved to Boston to work as a paralegal in Michael Flynn's law office. In October, Scientology had one of its personnel file a criminal complaint with the FBI falsely accusing me of impersonating a Bureau agent. Scientology lawyer Roger Geller also participated in the impersonation frame-up, calling and repeatedly writing the FBI to pressure them to prosecute me.

<http://www.gerryarmstrong.org/50grand/cult/fbi/index.html>

Scientology lawyer Peterson used the Boston Scientologist's false complaint, and made the same false impersonation charge, and a false and execrable charge that I was conspiring "to destroy a religion," to bolster the organization's continuing pressure on the LA DA to charge me in the videotape frame-up.

I am sending you with this letter an affidavit from a Boston Church of Scientology staff member who was interrupted and harassed by Gerald Armstrong on Sunday, October 13, 1985. Armstrong impersonated an FBI officer during this encounter. A complaint has been lodged with the Boston FBI office and is being followed up by that office right now. You will recall from our complaint that Armstrong has sought the shelter of more than one government agency in the midst of his conspiracy to



destroy a religion. He is a) continuing to do that; b) continuing his pattern of harassment against the Church of Scientology.

<http://www.gerryarmstrong.org/50grand/cult/fbi/peterson-ltr-1985-10-24.html>

108. The period I was in Boston and working at the Flynn law firm, until December 1986, I felt constantly under attack and threatened by Scientology. Organization agents surveilled, followed and photographed me, staked out and photographed my residence, and frightened my housemates. Scientology continued its global black PR campaign against me, including the "papering" of Boston with issues of the organization's "Freedom" magazine.

See, e.g., <http://www.gerryarmstrong.org/50grand/cult/freedom-1986-02-special-4.html>

109. The litigation of my cross-complaint continued in LA, and was made very unpleasant and troubling by the organization's dishonest and abusive litigation tactics. Scientology is in fact globally infamous for such practices, including obstruction, refusal to comply with court ordered discovery, and destruction of evidence.

See, e.g., <http://www.gerryarmstrong.org/50grand/legal/decl-ideman1993-06-21.html>

At one point, for no reason but vindictiveness, the organization culled statements from my "confidential" "priest-penitent privileged" auditing files, gave them to lawyers and filed them in court. The culled statements concerned embarrassing incidents from my past, my sexual history, and indiscretions from my youth, plus "incidents" that never happened but which Scientology manufactured for black PR purposes.

110. I had by this time come to see this Scientology practice of obtaining a person's "confessions" in auditing by creating a relationship of "trust" and promising confidentiality, and then using those "confessions" against him, as the most despicable of the organization's many abhorrent activities. The organization's culling of my auditing file, and dissemination of my "confessions" and invented "crimes," was an emotional nightmare for me. Two years later, Vicki Aznaran revealed that when my auditing files were ordered produced in discovery in my case she had been ordered to remove and destroy anything that would have helped me or been damaging to Scientology.

During litigation between Gerald Armstrong and Scientology, which was before Judge Breckenridge of Superior Court for Los Angeles County, the court ordered the production of Armstrong's pre-clear ("PC") folders.

These are files maintained by Scientology on those who submit to interrogation sessions in a process called auditing. During the course of that litigation I was ordered to go through Armstrong's folders and destroy or conceal anything that might be damaging to Scientology or helpful to Armstrong's case. As ordered, I went through the files and destroyed contents that might support Armstrong's claims against Scientology. This practice is known within Scientology as "culling PC folders" and is a common litigation tactic employed by Scientology.

<http://www.gerryarmstrong.org/50grand/legal/aznaran/decl-aznaran-1988-08-09.html>

111. In addition to framing Flynn with the \$2,000,000 check forgery, procuring the phony "authorization" to wiretap him from corrupt LAPD officer Rodriguez, and



attempting to have Flynn prosecuted by the LA DA on false charges, which fair game actions are mentioned above, Scientology subjected Flynn to years of other legal and extralegal attacks and threats and a relentless global black PR campaign.

<http://www.gerryarmstrong.org/50grand/cult/scientology-fair-games-flynn.html>

The organization knowingly procured false sworn statements accusing Flynn of a multitude of crimes from infamous criminals, including a man imprisoned for murder. The organization filed these false sworn statements in numerous legal proceedings including my own. Organization agents toured U.S. cities holding press conferences to black PR Flynn with the procured false sworn statements and their own false charges.

112. Scientology sued Flynn and his co-counsel some thirteen times, and filed numerous false bar complaints against him. Organization agents surveilled, followed and photographed him in Boston and when he traveled, and infiltrated his office by pretending to be abused and disaffected ex-Scientologists seeking legal help. The organization harassed and terrified his family and severely disrupted their lives, and harassed his associates and former clients. Flynn sued Scientology, Hubbard and Ingram and described organization fair game actions against him in numerous public statements and sworn declarations.

See, e.g., <http://www.gerryarmstrong.org/50grand/legal/flynn/affi-flynn-1984-08-10.html>  
<http://www.gerryarmstrong.org/50grand/legal/flynn/decl-flynn-1985-04.html>

113. Flynn was for several years a principal guiding spirit and driving force in the legal battle against Scientology in the U.S., and even internationally, and was involved as attorney of record or of counsel on behalf of more than twenty claimants against the organization. During the time he represented me or I worked in his office, he had settled a number of individual Scientology cases, and on various occasions had had discussions with organization lawyers concerning the possible settlement of all the Scientology-related cases in which he was involved. In the fall of 1986, Flynn informed his clients in those cases, including me, that he had reached an agreement with Scientology for a global settlement, and he and I agreed on a monetary figure to settle my case.

114. My cross-complaint was then set for trial in early 1987, and all the organization fraud, internal abuse and external fair game that would come out in a public trial in Los Angeles was certainly a motivating factor in Scientology's desire to settle with Flynn and all his clients, many of whom would be witnesses for me. He communicated that Scientology's leaders said they wanted peace, and that they had promised that if a global settlement happened they would end fair game forever. I was happy to settle my case and end the war with Scientology, because it meant, I believed, that there would be no lengthy appellate process, and that I would be able to live in peace. By this time too, much of my potential testimony was already publicly available in trial or deposition transcripts, or in the many declarations I had written since leaving the organization, so I felt that with Scientology's promise to end fair game I had fulfilled my responsibility to the organization's victims and had earned the peace promised.

115. I had testified about fifty days in trial or deposition in perhaps ten cases, Scientology's lawyers usually conducted abusive, threatening examinations, and the end



of fair game, I believed, would also end my involvement as a knowledgeable witness to organization fraud, abuse and fair game. In my observation, Scientology used depositions for intelligence gathering and for harassment, and one of the results was to cause friends and associates of an organization litigation target to disassociate from and stop supporting him. In fact, partly in response to Scientology's use of the law to invade, threaten and destroy relationships, earlier in 1986 I had founded a church, one of the purposes and functions of which was to protect the relationships of the organization's victims.

116. I have written about the circumstances at the time of the "settlement" in many declarations, and have waived the attorney-client privilege between Flynn and me as to our conversations concerning the "settlement." See, e.g., <http://www.gerryarmstrong.org/50grand/legal/decl-1997-01-26.html> 12:18-18:14. I was aware of Scientology's "settlement contracts" by which the organization sought to prevent its litigation opponents and even its own members from disclosing their knowledge of its activities, and I had signed such documents while inside the organization. See, e.g., this "non-disclosure and release bond" that I was required to sign while on the RPF in Clearwater in 1977, and which at my 1984 trial was ruled to be unenforceable. <http://www.gerryarmstrong.org/50grand/cult/non-dsclsre-rls-bond.html>

117. During the period when Flynn was involved in settlement negotiations with Scientology's lawyers, I had spoken and written memos to him stating that I would not be bound by such a non-disclosure clause. I was willing to not contact the wog media about Scientology because an ending of media involvement would help facilitate the organization's cessation of fair game; in fact I was glad to not have to respond with media interviews, as I often found them stressful or silly. Since leaving the organization, I had given interviews to several newspapers; major news magazines such as Time, Newsweek, People and Forbes; and television news programs such as 20/20, 60 Minutes and the CBC's 5<sup>th</sup> Estate; and I had given in-depth interviews over a number of days to three different authors writing books about Hubbard and Scientology. Having for years made all my Scientology experiences and knowledge available to the media, I was willing to voluntarily stop being available; but I was unwilling to be compelled by "contract" to not discuss my organization knowledge and experiences with anyone because such silence would be nonsensical and impossible.

118. I was not shown the "contract" Scientology wanted me to sign until after I had flown from Boston to LA where Flynn had been arranging the global "settlement" with organization lawyers, and upon reading the document I was shocked and sickened. <http://www.gerryarmstrong.org/50grand/legal/a1/mutual-release-1986.html> The "contract's" language prohibiting any discussion of my experiences or knowledge of Scientology, prohibiting any assistance to the organization's adversaries including governmental agencies, punishing me with a \$50,000 "liquidated damages" penalty per utterance, and requiring that I avoid service of subpoenas, was far worse, and more ludicrous, cruel and impossible than I had ever imagined. See, e.g.:

[Para. 7D] Plaintiff [Armstrong] further agrees that he will maintain strict confidentiality and silence with respect to his experiences with the Church



of Scientology and any knowledge or information he may have concerning the Church of Scientology, L. Ron Hubbard, or any of the organizations, individuals and entities listed in Paragraph 1 above. Plaintiff expressly understands that the non-disclosure provisions of this subparagraph shall apply, inter alia, but not be limited, to the contents or substance of his complaint on file in the action referred to in Paragraph 1 hereinabove or any documents as defined in Appendix "A" to this Agreement, including but not limited to any tapes, films, photographs, recastings, variations or copies of any such materials which concern or relate to the religion of Scientology, L. Ron Hubbard, or any of the organizations, individuals, or entities listed in Paragraph 1 above. [ ] Plaintiff agrees that if the terms of this paragraph are breached by him, that CSI and the other Releasees would be entitled to liquidated damages in the amount of \$50,000 for each such breach. All monies received to induce or in payment for a breach of this Agreement, or any part thereof, shall be held in a constructive trust pending the outcome of any litigation over said breach. The amount of liquidated damages herein is an estimate of the damages that each party would suffer in the event this Agreement is breached. The reasonableness of the amount of such damages, are hereto acknowledged by Plaintiff.

[Para. 7G] Plaintiff agrees that he will not voluntarily assist or cooperate with any person adverse to Scientology in any proceeding against any of the Scientology organizations, individuals, or entities listed in Paragraph 1 above. Plaintiff also agrees that he will not cooperate in any manner with any organizations aligned against Scientology.

[Para. 7H] Plaintiff agrees not to testify or otherwise participate in any other judicial, administrative or legislative proceeding adverse to Scientology or any of the Scientology Churches, individuals or entities listed in Paragraph 1 above unless compelled to do so by lawful subpoena or other lawful process. Plaintiff shall not make himself amenable to service of any such subpoena in a manner which invalidates the intent of this provision.

[Para. 10.] Plaintiff agrees that he will not assist or advise anyone, including individuals, partnerships, associations, corporations, or governmental agencies contemplating any claim or engaged in litigation or involved in or contemplating any activity adverse to the interests of any entity or class of persons listed above in Paragraph 1 of this Agreement.

119. The entities and individuals listed in Paragraph 1 of the "settlement contract," who also comprise the "beneficiaries" of the "contract" are:

Church of Scientology International, its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel;  
Church of Scientology of California, its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel;



Religious Technology Center, its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; all Scientology and Scientology affiliated organizations and entities and their officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; Author Services, Inc., its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; L. Ron Hubbard, his heirs, beneficiaries, Estate and its executor; Author's Family Trust, its beneficiaries and its trustee; and Mary Sue Hubbard.

120. I protested to Flynn that it was impossible to be silent about my experiences and knowledge, as the "contract" required, because these involved over seventeen years of my life and were a component of my psyche about which I knew had to communicate for my own health; that the \$50,000 per statement liquidated damages clause was outrageous; and that the "contract" called for obstruction of justice. Flynn stated that the conditions I objected to were "not worth the paper they're printed on," that they were judicially "unenforceable," and that I "can't sign away [my] Constitutional rights." Because of these assurances from Flynn, I participated in no negotiations whatsoever of the basis or reasonableness of the liquidated damages provision, which is baseless and wholly unreasonable.

121. At the same time, Flynn also reiterated that Scientology's fair game attacks had ruined his marriage and ruined his life, and that I had to sign to have fair game end against him, and against me and everyone else. Flynn said that he had to get out of all Scientology-related litigation, and had agreed to no longer represent people against the organization, but also reassured me that if Scientology attacked me after the settlement, he would "be there for [me]." When I still protested, and suggested to Flynn that since the conditions I objected to were "unenforceable" why not get Scientology to take those conditions out of the "contract," another of his clients, who was with us, yelled at me threateningly, obviously with Flynn's agreement, for ruining the deal for everyone and destroying their lives.

122. Flynn said that what Scientology was paying me for was my dismissal of my cross-complaint then set for trial and my release of the organization from any claims for anything done to me until that time. He made a point of identifying to me and reading the language in the "contract" that spelled out my release of claims.

"[Armstrong] does hereby release, acquit and forever discharge, for himself, his heirs, successors, executors, administrators and assigns, the Releasees [ ] and each of them, of and from any and all claims, including, but not limited to, any claims or causes of action entitled Gerald Armstrong v. Church of Scientology of California, Los Angeles Superior Court, Case No. 420 153 and all demands, damages, actions and causes of actions of every kind and nature, known or unknown, for or because of any act or omission allegedly done by the Releasees, from the beginning of time to and including the date hereof. Therefore, [Armstrong] does



hereby authorize and direct his counsel to dismiss with prejudice his claims now pending in the above referenced action.

...

8. [Armstrong] further agrees that he waives and relinquishes any right or claim arising out of the conduct of any [Scientology] defendant in this case to date, including any of the organizations, individuals or entities as set forth in Paragraph 1 above, and the defendants waive and relinquish any right or claim arising out of the conduct of [Armstrong] to date.

123. The burden of having to sign Scientology's onerous, indeed impossible, "contract" in order to have the organization stop its fair game attacks on my attorney and his family, on his clients, on my friends, on the rest of humanity, and on myself, was unbearable. In a strange flash of prescience while under this awful pressure, I saw the "contract" as an act of fair game and saw myself as Scientology's fair game target for years into the future, isolated and fair gamed by the very contract I was being told would end fair game forever – exactly as has happened. Relying on Flynn's representations that the "contract's" conditions that I found intolerable were "not worth the paper they're printed on," and having no choice but to sign, I submitted to the whole farce, which included playing my fool's role in Scientology's videotaping of the "contract" signing spectacle.

124. Flynn also insisted that to have Scientology stop fair gaming him and everyone else, I additionally had to sign an affidavit that falsely blamed the "Guardian's Office" for the organization's fair game and abuses. He stated that Scientology had promised that the affidavit, which is virtually identical to affidavits that Flynn and some of his other clients were also required to sign, would be kept secret, and would only be used if I publicly attacked the organization after the settlement.

Virtually all of the abuses that I perceived to be prevalent in the Church and which gave rise to any disagreements and conflicts that I had with the Church were perpetrated by members of the now defunct Guardian's Office. For example, I have alleged that the Church took part in the practices of disseminating confessional information, harassing critics and hostile ex-members, filing frivolous litigation, and perpetrating certain fraudulent representations with respect to the Church publicly.

¶Recently I have learned that the abuses outlined in paragraph two above were abolished as part of the process of the dismantling of the Guardian's Office. I have also observed that the Church's present management has taken a very responsible and forthright position with respect to complaints made about alleged Church abuses. The new Church management seems to have returned to the basic and lawful policies and procedures as laid out by the founder of the religion, L. Ron Hubbard.

<http://www.gerryarmstrong.org/50grand/legal/a1/affi2-1986-12-06.html>

125. In truth, this is a ridiculous and obviously false statement. David Miscavige himself has stated in a sworn declaration that he took over the GO in July of 1981, and I didn't leave the organization and become its fair game target until December 1981.



I gathered a couple of dozen of the most proven Church executives from around the world and briefed them on the criminal and other unethical conduct of the GO. Together, we planned a series of missions to take over the GO, investigate it and reform it thoroughly. On July 13, 1981, a matter of weeks after we had uncovered what was going on, and with no advance warning to the GO, a coordinated series of CMO missions were sent out concurrently to take over the GO.

<http://www.gerryarmstrong.org/50grand/legal/decl-miscavige-1994-02-08.html> 18:17-24

126. The truth was that the organization agents' assaults on me, the freeway terrorism, the use of the law to harass me, the litigation fair game, the black PR, the "disseminating [of my] confessional information," the harassment, the threats, the illegal videotaping, the false charges with the LA PD, the LA DA and the FBI, and all other fair game actions against me prior to the "settlement" were perpetrated by the Miscavige regime, not the Guardian's Office. The truth was that the "fraudulent representations" about Hubbard and about Scientology originated with Hubbard himself, Hubbard was also behind the organization's unlawful policies and criminal activities, and the new management – the Miscavige regime – was continuing those policies, activities and abuses.

127. To stop the fair game of Flynn, his family, me and everyone else, I was also required by the Scientology's "settlement contract" to allow the organization to maintain an appeal from the 1984 judgment in my LA Superior Court case, and required to waive my rights:

to take any further appeals from any decision eventually reached by the Court of Appeal or any rights [I] may have to oppose (by responding brief or any other means) any further appeals taken by [ ] Scientology.

Being compelled to let the organization maintain its appeal and not oppose future appeals was a factor in the emotional devastation I was experiencing because I viewed this "waiver" as a betrayal of the legal system and of the many Scientology victims who had been helped by the judgment in my case. I was somewhat consoled by the fact that the appeal had been fully briefed and oral argument had been concluded, so the appeal's outcome depended more on the Court of Appeal than on me. Ironically, a few days after the "settlement," the Court of Appeal dismissed Scientology's appeal on the basis of there being no appealable final judgment until after the cross-complaint was tried. Scientology then filed a new notice of appeal, but, again ironically, did not prosecute the appeal, which the Court of Appeal, also ironically, let sit inactive for the next almost three years.

128. Although the "settlement contract's" silence, non-cooperation and liquidated damages conditions are not explicitly mutual, the document's language implies such a mutuality or reciprocity. See, e.g., para. 4, which states:

For and in consideration of the above described consideration, the mutual covenants, conditions and release contained herein, [Armstrong] does hereby release, acquit and forever discharge, [ ] the [Scientology] Releasees, [ ] of and from any and all claims, [ ] for or because of any act



or omission allegedly done by the Releasees, from the beginning of time to and including the date hereof.

The contract's "covenants" and "conditions" would have to be "mutual," otherwise they would not constitute "consideration" for my dismissal of my cross-complaint and my release of all claims against the Scientology entities. If the "contract's" "covenants" and "conditions" were not "mutual," there was no legitimate purpose in calling them "mutual."

129. See, also para. 7I, which states that:  
any past action or activity, either alleged in this lawsuit or activity similar in fact to the evidence that was developed during the course of this lawsuit, will not be used by either party against the other in any future litigation. In other words, the "slate" is wiped clean concerning past actions by any party.

The clear implication is that the Scientology entities, by wiping the "slate" clean concerning my "past actions," would not continue thereafter to black PR, or even discuss me, since all there could possibly be to black PR me about, or discuss about me, would be my past actions. If the Scientology entities were not going to wipe the "slate" clean concerning my "past actions," there was no legitimate purpose in stating in the contract that they were going to do so. If the Scientology entities were going to black PR me after the "settlement," which they have done, and which, it is now clear, they intended to do at the time of the "settlement," whatever they stated about me would necessarily become part of future litigation, as it has. In other words, Scientology's purpose for including in its "contract" this promise of wiping the "slate" clean was to deceive me as to their actual intention, and the "mutuality" of the "contract's" "covenants" and "conditions."

130. Para. 18(D) states:

The parties hereto and their respective attorneys each agree not to disclose the contents of this executed Agreement. Nothing herein shall be construed to prevent any party hereto or his respective attorney from stating that this civil action has been settled in its entirety.

This clause clearly implies that the Scientology entities considered themselves bound by the same silence condition by which they considered they were binding me. If they considered themselves to not be bound by the silence condition, but free to say whatever they wanted, there was no legitimate purpose for inclusion in the "contract" of this provision that specifically permits them to make this one statement that I am also specifically permitted to make.

131. Since the Scientology entities have shown that they do consider that they are free to say whatever they want -- about me, about my experiences and knowledge, and about the "contract" -- this provision specifically permitting them to make this one statement is obviously included for the illegitimate purpose of deceiving me into thinking that these entities considered that the silence condition applied to them as well as me. Even the title Scientology put on its "settlement contract" -- "Mutual Release of All Claims and Settlement Agreement" -- is meant to deceive about the mutuality of the document's "covenants" and "conditions."



132. Although the mutuality or reciprocity of the "contract's" silence, non-cooperation and liquidated damages conditions is not specifically stated, but clearly implied, these conditions' non-mutuality or non-reciprocity is also not specifically stated, but is not clearly implied. Nowhere does the "contract" state that I am permitting the Scientology entities, after the "settlement," to say whatever they want about me and my experiences. The absence of any provision in the "contract" that specifically permits the Scientology entities to say whatever they wanted me and my experiences after the settlement, while including a provision that specifically permits the entities to make the single specific statement that I am permitted to make, also supports the implication that the "covenants and conditions" are mutual, and supports the conclusion that the Scientology entities wrote the "contract" to deceive me as to the mutuality and reciprocity of its "covenants" and "conditions."

133. Aside from the "contract's" implied mutuality or reciprocity, and its not specifically provided non-mutuality or non-reciprocity, it was obvious to me that the Scientology entities had to remain silent about me and my experiences, except for stating that our litigation had "been settled in its entirety," because, by speaking out about me after the settlement, these entities would necessarily waive whatever right they may otherwise have had to silence me, since I could not be prevented from responding to defend myself. The "contract" specifically provides that I was releasing the Scientology entities for their acts "from the beginning of time to and including the date" of the "settlement." I was not releasing the Scientology entities for future unknown, unlimited acts, and I did not specifically, or even nonspecifically, waive my right to defend myself against these entities' future torts or crimes or any other forms of future fair game.

134. Para. 18(E) of the "settlement contract" states:

The parties further agree to forbear and refrain from doing any act or exercising any right, whether existing now or in the future, which act or exercise is inconsistent with this Agreement.

The "parties" being referred to in this paragraph must be the whole set of Scientology entities comprising the "releasees" or "beneficiaries" listed in para. 1 of the "contract." See also, e.g., para. 2: "any party to this Agreement, specifically, the Releasees...;" and para. 7A: "the parties herein released..." That the Scientology entities were agreeing to "refrain from doing any act or exercising any right [ ] which [ ] is inconsistent with" the "contract" would lead any reasonable person, I believe, to think that the Scientology entities were promising to stop fair gaming me, stop black PRing me, leave me in peace, and not discuss me or my experiences. From this logical and obvious meaning for para. 18(E), the logical and obvious deduction is that, for such behavior, acts and exercise to be consistent with the "contract," the "contract" contracted the Scientology entities to stop fair gaming me, stop black PRing me, leave me in peace, and not discuss me or my experiences.

135. Since the December 1986 "settlement," however, the Scientology entities who are parties to the "contract" have committed at least these acts against me, aside from the



multiplicity of post-“settlement” lawsuits, that are inconsistent with the “contract’s” logical, obvious and peace-making language, meaning and spirit:

- spied on me;
- secretly videotaped me;
- published and disseminated a mountain of defamatory printed black propaganda about me internationally, including in at least the U.S., Canada, the U.K., France, Denmark, Germany and Russia;
- posted hundreds of Internet messages black PRing me;
- forged hundreds of Internet postings with my signature, including forged postings to make me appear to be anti-black, anti-Semitic and pedophilic;
- created and maintained Internet hate websites black PRing me;
- filed sworn statements in numerous litigations falsely accusing me of various crimes and other improper activities;
- made false black PR statements about me to various U.S. agencies, including the IRS, State Department, and Embassies;
- attempted on multiple occasions to have me prosecuted in the U.S.;
- made false Black PR statements about me to various Russian agencies, including the Intelligence Service (FSB);
- filed false criminal charges against me in Russia;
- made false black PR statements about me to various German agencies, including the Intelligence Service (OPC);
- assaulted me on three occasions during peaceful pickets;
- threatened several of my friends or associates with prosecution for associating with me;
- terrorized the people I lived with in Germany with a phony bomb scare;
- terrorized me and others on a German autobahn;
- threatened me with prosecution if I testified even though compelled by subpoena;
- by false statements, fraud and threat obtained orders jailing me;
- by false statements, fraud and threat obtained warrants for my arrest.

See, e.g., <http://www.gerryarmstrong.org/50grand/cult/index.html>

I believe that this list, and the incidents I am aware of that comprise the list, represent but a small fraction of the actual post-“settlement” overt and covert fair game attacks by the “parties” to Scientology’s “contract.”

136. It is now clear that para. 18(E) was included by Scientology in its “settlement contract” for the purpose of deceiving me into thinking that the Scientology entities really did seek peace, would act decently toward me after the “settlement,” and would stop fair gaming me, stop black PRing me, and leave me in peace. Scientology claims, and must claim, that all its post-“settlement” black PR, Internet hatred, forgeries, false sworn statements, false criminal charges, assaults, threats, efforts to cause me trouble with various national agencies and intelligence services, and all the other forms of fair game, are “consistent” with the organization’s “settlement contract.”

137. Thus it is now clear that in its “settlement” with me Scientology did not want peace but wanted to continue its war on me, and with its “contract” wanted, and believed



it had created and obtained, a license to fair game me with impunity, since the organization also insists that I am prohibited by its "contract" from responding in any way to its attacks. If I do respond to defend myself against Scientology's black propaganda and other fair game attacks, the organization insists that I must pay \$50,000 in liquidated damages for each response. Scientology has filed five lawsuits against me since the "settlement," for breach of its "contract" or related claims as a result of my responses to the organization's post-"settlement" fair game attacks. Scientology obtained, abetted, I believe, by judicial malfeasance, a summary judgment that forced me into bankruptcy. As a result of my continuing to defend myself from Scientology's fair game, the organization also obtained, abetted again by judicial malfeasance, a series of contempt orders and arrest warrants against me.

138. The idea that by signing Scientology's "contract" I was to become its defenseless fair game punching bag was never communicated to me at any time before the "settlement." I did not accept this condition then, or any time since, and I completely reject it now. The way in which Scientology is interpreting its "contract," the way in which the organization is acting in continuing to terrorize and fair game me, and the judicial approval and abetment it has obtained for its interpretation, for its fair game attacks and for punishing me for my responding to those attacks, have created a condition of slavery, that was abolished by the Thirteenth Amendment to the U.S. Constitution. In large part, what makes a slave is his lack of a legal right that non-slaves possess to respond to whatever abuse is heaped on him by his "master," and a corresponding "right" of the "master" to heap more abuse or punishment on the slave if he does respond. What Scientology sought, and believed it obtained in its "settlement" with me was a slavery contract, which stripped me of my basic civil rights.

139. Scientology got me to sign its "settlement contract" by fraud and duress. The fraud was the organization's assertion that it wanted peace and promised peace and the end of fair game for my attorney, his family, me and everyone else if I signed. The duress was the threat that if I didn't sign the organization would continue, or even escalate, its fair game campaign against Flynn, his family, me and everyone. Scientology and its lawyers continue to this day to perpetrate the fraud that with their "settlement" and "settlement contract" they sought peace.

See, e.g., complaint in *Scientology v. Armstrong*, Marin County, California Superior Court No. 152229:

With this complaint, plaintiff seeks the Court's aid in obtaining the peace for which it bargained more than five years ago.

<http://www.gerryarmstrong.org/50grand/legal/a2/ver-complaint-152229.html> 3:9-10

See also, e.g., this statement of Scientology attorney Andrew H. Wilson in his letter dated May 8, 1997:

Mr. Armstrong professes interest in "a sane and lasting peace." That is just what CSI bargained and paid for in the 1986 Settlement and is just what its efforts to enforce that agreement have been aimed at.

<http://www.gerryarmstrong.org/50grand/writings/wilson-ltr-abbott-05-08-1997-txt.html>



140. It is insulting and a furtherance of fair game for Scientology to have ever claimed, and continue to claim, in the face of all of the evidence of its post-“settlement” black PR and other fair game attacks that “a sane and lasting peace” was what the organization “bargained and paid for in the 1986 Settlement.” It is not a condition of peace, certainly not a sane and lasting one, for a “settling” party, in this case a malevolent cult, to continue to attack a person in whatever way the cult chooses after the “settlement” and for the victim of the attacks to not be able to respond to defend himself. Scientology and Scientologists may consider such a condition “peace,” but it is an insane and cruel “peace,” and therefore not peace at all. If Scientology acknowledged, of course, that the condition it calls “peace” that it seeks to impose on me, in which by “contract” all of the Scientology “parties,” “releases” or “beneficiaries” can heap all the abuse on me they want, assault me, cheat me, black PR me, prosecute, persecute and destroy me, and I cannot respond to defend myself, is not peace, the organization would also have to acknowledge its fraud in obtaining my signature on its fair game “settlement contract.”

141. The duress of fair game on Flynn, and on his clients, as well as the implied promise that fair game would end with the global “settlement” and the threat that fair game would continue if the “settlement,” in which I had been positioned as the “deal breaker,” didn’t occur, are reflected to some degree in a “Settlement Agreement” between Flynn and his clients, including me, signed at about the same time as the “settlement contracts” with Scientology.

[We, the settling claimants] acknowledge that many of the cases/clients involved in this settlement have been in litigation against the Church of Scientology for more than six to seven years, that many have been subjected to intense, and prolonged harassment by the Church of Scientology throughout the litigation, and that the value of the respective claims stated therein is measured in part by the (a) length and degree of harassment; (b) length and degree of involvement in the litigation; (c) the individual nature of each respective claim in connection with either their involvement with the Church of Scientology as a member and/or as a litigant; (d) the unique value of each case/client based on a variety of things including, but not limited to, the current procedural posture of a case, specific facts unique to each case, and financial, emotional or consequential damage in each case; that we agree and acknowledge that Michael J. Flynn has primarily been responsible for bearing the cost of the litigation over a period of approximately seven years, that he or his firm's members have been required to defend approximately 17 lawsuits and/or civil/criminal contempt actions instituted by the Church of Scientology against him, his associates and clients, that he and his family have been subjected to intense and prolonged harassment, and that his claims against the Church of Scientology and L. Ron Hubbard, and his participation as an attorney have a unique value which is accurately and properly reflected in the allocations set forth herein.

<http://www.gerryarmstrong.org/50grand/legal/a1/flynn-clients-settlement-agreement.html>



142. It is beyond argument that a central purpose of Scientology's December 1986 "settlement contract" with me is to deprive me of certain rights and privileges guaranteed by the U.S. Constitution and laws. Since Scientology obtained my signature on its "contract" by fraud and duress, specifically by pre-"settlement" fair game, including criminal acts or threatened criminal acts against Michael Flynn, his family, his associates and clients, me and my friends and associates, and Scientology's threat to continue fair game against all of us if I did not sign, the "contract" and all the acts of fair game against any of us constitute a willful and massive violation of 18 U.S.C. §241, "Conspiracy Against Rights," which states in pertinent part:

If two or more persons conspire to injure, oppress, threaten, or intimidate any person in any State, Territory, Commonwealth, Possession, or District in the free exercise or enjoyment of any right or privilege secured to him by the Constitution or laws of the United States, or because of his having so exercised the same;...

They shall be fined under this title or imprisoned not more than ten years, or both.

<http://www4.law.cornell.edu/uscode/18/241.html>

143. The rights or privileges secured to me by the Constitution or laws of the United States that the Scientology entities and their agents and legal counsel conspired to injure, oppress, threaten, or intimidate me in the free exercise or enjoyment of, as evidenced in their "contract" include:

1. Right to freedom of speech, by paras. 7D, 7E, 7F, 7G, 7H, 7I, 7L, 10 and 18(D);
2. Right to self-defense, by paras. 7D, 7E, 7G, 7H, 7I and 10;
3. Right to freedom of association, by paras. 7D, 7E, 7F, 7G, 7H and 10;
4. Right to due process, by paras. 4A, 4B, 7D, 7E, 7G, 7H, 7I and 10;
5. Right to the free exercise of religion, by paras. 7D, 7E, 7F, 7G and 10;
6. Right to freedom from slavery, by paras. 7D, 7E, 7G, 7H, 7L and 10, and the totality of the "contract;"
7. Right to communicate with or petition government agencies, by paras. 7D, 7G, 7H, 10 and 18(D);
8. Right to report crimes, by paras. 7D, 7G, 7H, 7I, 10 and 18D;
9. Right to participate in the appellate process in my own appeal, by paras. 4A and 4B;
10. Litigant's privilege, by paras. 7G, 7H and 10;
11. Doctor-patient privilege, by paras. 7D, 7E, 7F, 7G, 7H, 7I, 7L, 10 and 18(D); and,
12. Clergyman-penitent privilege, by paras. 7D, 7E, 7F, 7G, 7H, 7I, 7L, 10 and 18(D).

144. Since Scientology's "contract" and its pre-"settlement" fair game acts against me, as well as against Flynn and everyone else, are elements in the organization's ongoing violation of 18 U.S.C. §241, I have a right to communicate about that crime and its elements, I have a right to defend myself against that ongoing crime being perpetrated against me, and I cannot lawfully be silenced about that crime and its elements. I also



have come to understand that I have a right, and indeed a duty, pursuant to 18 U.S.C. §4, "Misprision of Felony," to report that ongoing federal crime being committed by the Scientology-related entities, "parties," "releasees" or "beneficiaries" to the appropriate U.S. Government authorities, which I am hereby doing in and with this "Complaint Report." 18 U.S.C. §4 states:

Whoever, having knowledge of the actual commission of a felony cognizable by a court of the United States, conceals and does not as soon as possible make known the same to some judge or other person in civil or military authority under the United States, shall be fined under this title or imprisoned not more than three years, or both.

<http://www4.law.cornell.edu/uscode/18/4.html>

145. Since the conditions of the "settlement contract" that have the purpose of depriving me of my rights and privileges secured to me by the U.S. Constitution and laws, through injury, threat, oppression and intimidation, constitute a felony under 18 U.S.C. §241, I have a right, and a duty, to not participate in that felony. Therefore I have a right and a duty to not act in conformance with the "contract's" conditions that unlawfully deprive me of my rights, to not be silenced about my Scientology-related experiences and knowledge, to not be threatened, oppressed or intimidated into not cooperating with persons or organizations who are adverse to this criminal organization, and to not be threatened, oppressed or intimidated into not assisting or advising individuals, partnerships, associations, corporations, or governmental agencies involved in or contemplating any activity adverse to the interests of Scientology-related participants and beneficiaries in this felony.

146. Since pursuant to 18 U.S.C. §4 it is my duty to make this "Complaint Report," which describes and reports the ongoing violation of 18 U.S.C. §241 by the Scientology-related entities or "beneficiaries" of the organization's "settlement contract," the "contract's" conditions that prohibit and punish the communication or transmission of this "Complaint Report" not only violate 18 U.S.C. §241 but necessarily also violate 18 U.S.C. §1512, "Tampering with a Witness, Victim, or an Informant," which states in pertinent part:

(b) Whoever knowingly uses intimidation or physical force, threatens, or corruptly persuades another person, or attempts to do so, or engages in misleading conduct toward another person, with intent to -

(1) influence, delay, or prevent the testimony of any person in an official proceeding;

(2) cause or induce any person to -

(A) withhold testimony, or withhold a record, document, or other object, from an official proceeding;

(B) alter, destroy, mutilate, or conceal an object with intent to impair the object's integrity or availability for use in an official proceeding;

(C) evade legal process summoning that person to appear as a witness, or to produce a record, document, or other object, in an official proceeding;

or



(D) be absent from an official proceeding to which such person has been summoned by legal process; or  
(3) hinder, delay, or prevent the communication to a law enforcement officer or judge of the United States of information relating to the commission or possible commission of a Federal offense or a violation of conditions of probation, parole, or release pending judicial proceedings; shall be fined under this title or imprisoned not more than ten years, or both.

...

(e) For the purposes of this section -

(1) an official proceeding need not be pending or about to be instituted at the time of the offense; and

(2) the testimony, or the record, document, or other object need not be admissible in evidence or free of a claim of privilege.

<http://www4.law.cornell.edu/uscode/18/1512.html>

147. Para. 7D of Scientology's 1986 "contract" implicitly requires the violation of 18 U.S.C. §1512 (b) (1), (2) (A) and (3).

[Armstrong] further agrees that he will maintain strict confidentiality and silence with respect to his experiences with the Church of Scientology and any knowledge or information he may have concerning the Church of Scientology, L. Ron Hubbard, or any of the organizations, individuals and entities listed in Paragraph 1 [of the "contract."] [] [Armstrong] agrees that if the terms of this paragraph are breached by him, that CSI and the other Releasees would be entitled to liquidated damages in the amount of \$50,000 for each such breach.

Para. 7H of Scientology's "contract" explicitly compels the violation of 18 U.S.C. §1512 (b) (1), (2) (A) and (C), and (3).

Plaintiff agrees not to testify or otherwise participate in any other judicial, administrative or legislative proceeding adverse to Scientology or any of the Scientology Churches, individuals or entities listed in Paragraph 1 above unless compelled to do so by lawful subpoena or other lawful process. Plaintiff shall not make himself amenable to service of any such subpoena in a manner which invalidates the intent of this provision. Unless required to do so by such subpoena, Plaintiff agrees not to discuss this litigation or his experiences with and knowledge of the Church with anyone other than members of his immediate family. As provided hereinafter in Paragraph 18(d), the contents of this Agreement may not be disclosed.

148. Para. 10 of Scientology's "contract" explicitly compels a violation of 18 U.S.C. §1512 (b) (1), (2) (A) and (3).

Plaintiff agrees that he will not assist or advise anyone, including individuals, partnerships, associations, corporations, or governmental agencies contemplating any claim or engaged in litigation or involved in



or contemplating any activity adverse to the interests of any entity or class of persons listed above in Paragraph 1 of this Agreement.

149. At the time of the "settlement" I did not consider Scientology to be a religion, and consequently was not aware of the extraordinary degree to which the organization was seeking with its "contract" to prohibit my free exercise of my religion. Nevertheless, because Scientology has declared itself a "religion," identifies its written and audio materials as "scriptures," and seeks and obtains all the privileges, protections and status conferred on any religion; because of my own religious beliefs, experiences and expressions, both after and before the "settlement;" because of my right to the free exercise of religion, and my growing understanding of that right; and because of the U.S. Constitution and laws that guarantee that right, the "contract's" impact on, indeed wholesale deprivation of, my freedom of religion, is a key part of the Scientology entities' conspiracy in violation of 18 U.S.C. §241, which cannot be ignored.

150. Para. 7G requires that I never be "audited," or even seek "auditing" from any "auditor," or obtain any "service" from any "Scientologist," which is an obvious and constitutionally impermissible prohibition of religious exercise.

[Armstrong] agrees that he will never again seek or obtain spiritual counselling or training or any other service from any Church of Scientology, Scientologist, Dianetics or Scientology auditor, Scientology minister, Mission of Scientology, Scientology organization or Scientology affiliated organization.

If the "contracting" Scientology entities had absolute control over every person in the world who might be engaged in "auditing" or, as it is termed here, "spiritual counseling," and had absolute control over every person who calls himself a "Scientologist," such a prohibition, although still arguably a constitutionally impermissible denial of religious freedom, is conceivably enforceable by the entities themselves. But the "contracting" Scientology entities do not and cannot control who can "audit" or who can call himself a "Scientologist," and such control would itself be a constitutionally impermissible proscription of religious liberty and expression.

151. The "contracting" Scientology entities certainly can prohibit me, even without any "contract," from being "audited" or obtaining "services" from Scientology organizations, groups or Scientologists over which they have absolute control. But these entities cannot lawfully prohibit me by contract from being "audited" or obtaining "services" from Scientology organizations, groups or Scientologists that these entities do not control. Since Scientology has declared itself to be a "religion," the "contract's" "auditing" prohibition is equivalent to, e.g., a Christian church prohibiting a person by "contract" from, e.g., praying to God. The Christian church has the lawful authority to prevent that person from praying to God in or on the premises it owns or controls, because that church entity has the lawful authority to prevent the person from being on its premises; but it cannot lawfully, by "contract" or otherwise, prevent that person from praying to God everywhere else in the world.



152. The Christian church, of course, by, e.g., fraud and years of fair game attacks, might get the person to sign a "contract" in which he "agrees that he will never again pray to God or attend any service at any Christian church (or all churches of any religion for that matter) or seek or obtain any service from any Christian or Christian-affiliated organization." But no secular court in the U.S., except one deranged, or corrupted by the "Church" entity, would consider enforcing such a ridiculous and patently constitutionally impermissible proscription of the "contractee's" religious liberty. The Scientology entities' "contractual" prohibition of my being "audited" by every "auditor" in the world in every place in the world is just as ridiculous, just as constitutionally impermissible, and just as lawfully unenforceable in the U.S.'s secular courts.

153. Since it is obvious that I cannot lawfully be prohibited from being "audited" by anyone who agrees to "audit" me, it is, moreover, obvious, for the same reason, that I cannot lawfully be prohibited from discussing Scientology, and my experiences in and in relation to the organization and the persons and entities who comprise the "parties" or "beneficiaries" to the "contract." "Auditing" is a part of Scientology and, for "auditing" to occur at all, necessitates the discussion of Scientology and of experiences in and in relation to Scientology and the "contract's" "parties" or "beneficiaries." The "contract's" prohibition of my being "audited," and the threat that I would be punished by a secular court, required to pay a \$50,000 liquidated damages penalty, fined and jailed if I sought or obtained "auditing" is a clear violation of 18 U.S.C. §241.

154. The "contractual" prohibition against seeking or obtaining any service from any Scientologist or Scientology affiliated organization, is equivalent to, and just as nonsensical, just as constitutionally impermissible, just as lawfully unenforceable, and just as impossible as, e.g., a "contractual" prohibition against seeking or obtaining any service from any Christian or Christian affiliated organization. Such a prohibition would mean that the "contractee" of the Christian church entity could not get his car repaired by a Christian, could not purchase insurance from a Christian, and could not use the services of a Christian painter, engineer, computer technician, taxi driver, ISP, doctor or lawyer. The list of services provided by Christians or Christian affiliated organizations, is, of course, enormous, but Scientologists and Scientology affiliated organizations provide, or potentially can provide an equally enormous list of services.

155. For the Christian church entity's "contractee" to determine whether he was allowed to seek or obtain service from a particular service provider, the "contractee" would, at a minimum, have to ask the service provider if he was a Christian, since Christians can look the same as people of all other religions. Since if the service provider was in fact a Christian he would have an extremely high incentive to lie, both to sell the "contractee" the service and to fool the "contractee" in order to collect a commission on the potential liquidated damages award, the "contractee" would have a high need to ensure that the service provider is telling the truth. The "contractee" therefore would have an obligation to question the service provider about Christianity, and about his religious beliefs and affiliations, and even to investigate the service provider to make sure he does nothing the least bit Christian in life.



156. Being faced with the equivalent problem and necessity of determining whether I am permitted by "contract" to seek or obtain services from a potential provider, I would, at a minimum, have to ask him if he is a Scientologist. If the provider was a Scientologist, he would have even more and greater incentives to lie to me than the Christian service provider would have to lie to the Christian entity's "contractee," because not only would the Scientologist want to sell me the service and fool me in order to collect a commission on the liquidated damages award, but also because lying is a "sacrament" to Scientologists whereas it is very unsacred to Christians, and adopting wog covers for running ops on intelligence targets like me is in Scientology a "religious activity." I would also, therefore, have an obligation to discuss with the potential service provider his experiences with Scientology, his knowledge of all of the organization entities, and his religious beliefs and affiliations, and to investigate the provider to ensure he is not a covert or closet Scientologist.

157. Para. 7D of the "settlement contract," however, requires that I will maintain strict confidentiality and silence with respect to [my] experiences with [ ] Scientology and any knowledge or information [I] may have concerning [ ] Scientology, L. Ron Hubbard, or any of the organizations, individuals and entities listed [in the contract as "parties," "releasees" or "beneficiaries"].

Para. 7D also requires that I not discuss with others, concerning their experiences with [ ] Scientology, or concerning their personal or indirectly acquired knowledge or information concerning [ ] Scientology, L. Ron Hubbard or any of the organizations, individuals and entities listed [in the contract as "parties," "releasees" or "beneficiaries"].

Para. 7D, moreover, subjects me to a \$50,000 liquidated damages penalty for each instance in which I discuss with anyone my experiences with Scientology or any knowledge or information I have concerning Scientology or any of the organizations, individuals and entities comprising the "contract's" "parties," "releasees" or "beneficiaries," and subjects me to a \$50,000 liquidated damages penalty for each instance in which anyone discusses with me his experiences or his personal or indirectly acquired knowledge or information concerning Scientology or any of the "parties," "releasees" or "beneficiaries." This equals, of course, \$100,000 per two-person discussion in liquidated damages penalties if both my fellow discusser and I discuss anything about our respective experiences or knowledge or information.

158. The "contracting" Scientology entities have refused to identify who are all the Scientologists in the world so that I can, should I ever decide to respect the "contract's" ridiculous prohibitions, avoid seeking out any of those Scientologists for services of any kind. Scientology claims publicly that there are eight to fifteen million Scientologists in the world, and although, as I mentioned, lying is a Scientology sacrament, and there is no where near that number, there are still at least tens of thousands. As with Christians, it is impossible to tell Scientologists from members of other religions by their appearance, so without my being able to discuss with potential service providers their experiences with Scientology or their knowledge or information about the organization and all the



"contract's" "parties," "releasees" or "beneficiaries," I could easily be entrapped, framed or set up.

159. The "contracting" Scientology entities have also refused to identify all or any of the "all Scientology and Scientology affiliated organizations and entities and their officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel" who comprise the "contract's" "parties," "releasees" or "beneficiaries," about whom I must "maintain strict confidentiality and silence." There must be tens of thousands of these organizations, entities and individuals whose identities the "contracting" Scientology entities refuse to divulge to me, but about whom I am expected to be silent. If I but say the name of one these organizations, entities or individuals, pursuant to the "contract," I must pay \$50,000 in liquidated damages.

160. These scenarios that involve seeking or obtaining "auditing" or "services" from Scientologists demonstrate the absurdity and judicial unenforceability of the prohibition against these activities that Scientology has included in its "settlement contract." Comparing what the "contracting" Scientology entities are saying and doing to a Christian church entity compelling someone by "contract," on threat of a \$50,000 liquidated damages penalty, to never pray and to never seek or obtain services from any Christian, shows what Scientology is doing to be a preposterous, albeit sick and threatening joke.

161. As has been shown herein, Scientology under David Miscavige's leadership, has a twenty-two year history of intelligence operations against me to entrap and frame me, multiple efforts to have me prosecuted on false charges, and many other fair game attacks to destroy me socially, financially, emotionally, legally and humanly. Scientology's "settlement contract" is itself a tool of entrapment, because the organization's continuing black PR and fair game attacks after the "settlement" brought me to respond to defend myself, and my responses gave the organization the ammunition it needed and wanted in order to further fair game me, abetted by a malfeasant judge, into bankruptcy and into more black PR and more fair game. Thus the potential for entrapment in such seemingly ludicrous language as the "contract's" prohibition against seeking or obtaining "auditing" or "services" cannot simply be laughed away.

162. Comparing the "contract's" prohibition against my discussing Scientology, L. Ron Hubbard, the "beneficiaries" and my experiences and knowledge concerning all of them, with a "contractual" prohibition against discussing another religion, its Deity, its organizations and their personnel and a person's experiences and knowledge in that religion, also shows such a prohibition to be a constitutionally impermissible deprivation of religious liberty, and consequently lawfully judicially unenforceable. Again using the Christian church entity by way of example, the speech prohibition that Scientology seeks to impose is equivalent to silencing someone by "contract" about God, Christ, the Bible, Christianity, Christian history, and the person's religious experiences as a Christian. It is impossible that any court in the U.S., except, again, one deranged or corrupted, would ever enforce such a condition against anyone, Christian or non-Christian.



163. The single exception to the condition compelling "strict confidentiality and silence" with respect to my experiences with Scientology and any knowledge or information I may have concerning Scientology, L. Ron Hubbard, or any of the "releasees," which permits me, as provided in para. 7H, to discuss these things with my "immediate family," is senseless and insulting. Providing such an exception to the condition compelling a person to maintain "strict confidentiality and silence" about God, Christ, the Bible, and the person's religious experiences as a Christian, which permits him to discuss these things only with his "immediate family," is obviously senseless and insulting, and does nothing to make the "strict confidentiality and silence" condition less lawfully unenforceable in a secular court in the U.S.

164. A person's immediate family may very well not be the people with whom he needs to, or is called to, discuss these religious matters of God, Christ, Christianity or his Christian religious experiences; or, in my case, these "religious" matters of Hubbard, Scientology and my Scientological religious experiences. In my case as well, this "immediate family" exception, if I respected it at all, would bind my family members into a "contractual" relationship with Scientology and put them squarely in Scientology's fair game sights. The demonstrably superlitigious Scientology organization would use my family as their agents to police me, and at a minimum would be constantly hauling them into depositions to find out what I am saying to them, what they are passing on outside the family, and what opportunities could be created for liquidated damages penalties against my family. Thus there is safety in discussing the Scientology "religious" matters with as many people as possible outside my immediate family in order to defocus and diffuse the organization's legal and extralegal fair game threat, and so reduce it for my family and everyone else.

165. To get a victim, by fraud, fair game and the threat of more fair game, to sign a "contract" containing a condition that prohibited him from communicating about God, Christ, the Bible, Christianity, Christian history, and the person's religious experiences as a Christian, and then to use the U.S.'s secular courts to enforce that prohibition would constitute a clear violation of 18 U.S.C. §241. Even without the fraud and duress, such a condition would be an unlawful deprivation of religious liberty. No one but a practitioner of fraud and fair game, of course, a vindictive, dangerous cult in this case, would consider creating and enforcing such a "contractual" condition. It is inconceivable that a legitimate religion would create and attempt to enforce a "contract" that prohibited a person from discussing that religion and his religious experiences in that religion, and penalized the person \$50,000 per utterance about that religion and his religious experiences; and Scientology's doing just that demonstrates this organization's religious illegitimacy.

166. There are circumstances and locations, of course, when a person can be lawfully and logically prevented from discussing his religious experiences and his knowledge of God, Christ, the Bible, Christianity, etc., as, e.g., in certain jobs, in certain school settings, or in the senior interests of public safety, public order or the protection of the rights and freedoms of others. A person cannot, however, be lawfully and logically prevented from discussing his religious experiences and his knowledge of God, Christ,



the Bible, Christianity, etc., in all circumstances and all locations (with or without the “immediate family” exception), and any organized effort to enforce such a prohibition would be a prima facie 18 U.S.C. §241 violation. In the case of the Scientology entities’ “contractual” condition prohibiting me from, at all times, in all places, in all circumstances and with all people (except my immediate family), discussing my religious experiences and my knowledge of Scientology, Hubbard and the organization’s “scriptures,” the public safety and public order interests and the protection of the rights and freedoms of others weigh against such a condition’s enforcement.

167. Scientology chose to be a religion, and has claimed, in order to obtain the legal advantages and protections and tax exemption that are granted to religions, that it is organized for solely religious purposes. The organization calls its writings on Scientology “religious scriptures,” and, having called itself a “religion,” attacks and vilifies the critics of its abuses and criminality with hate terms like “religious bigots” or “anti-religious extremists.” See, e.g., Scientology’s recent letter calling me an “anti-religious extremist,” sent to the Directorate of Taxes in Oslo, Norway, and webbed on one of the organization’s U.S.-based Internet hate sites.

It is noteworthy that anti-religious extremist and fugitive from US justice, Gerald Armstrong, a close associate of Robert Minton, has been traveling in Europe, possibly on business for Minton. Armstrong’s travel itinerary included Norway. Is it possible that Armstrong’s reason for visiting Norway was to deliver funds to Heldal-Lund which could then be laundered through Minton’s LMT, Inc., into Minton’s personal account?

<http://www.gerryarmstrong.org/50grand/cult/hate-pages/parishioners-org/2002-10-30/norwtax.html>

What is actually noteworthy is that I had not been in Norway, have never been to Norway, have had nothing to do with delivering any funds to Mr. Heldal-Lund, and I am anything but an anti-religious extremist.

168. As has been shown, the Scientology entities comprising the “beneficiaries” of its 1986 “settlement contract” conspired and acted, by years of fair gaming my attorney, his family, me and others connected to me, by the false promise that these entities would end fair game forever against us all if I signed their “contract,” and by the threat of continuing to fair game us all if I did not sign, to deprive me of, and threaten me in the free exercise and enjoyment of a set of vital rights and privileges secured to me by the U.S. Constitution and laws, in violation of 18 U.S.C. §241. By post-“settlement” fair game, the continuing violation of 18 U.S.C. §241, and the compromise or corrupting of a Judge of the California State Superior Court for the County of Marin, as will be shown hereinafter, the Scientology entities, in enforcement of their “contract,” obtained an “injunction” and “judgment” against me, which are themselves violations of 18 U.S.C. §241, since the “injunction” and “judgment” also deprive me of, and threaten me in the free exercise and enjoyment of that same set of vital rights and privileges, and injure, oppress, threaten and intimidate me for having exercised those rights and privileges.

169. Based on their unlawful “injunction” and “judgment,” which constitute a violation of 18 U.S.C. §241, the Scientology entities then obtained from the same Marin County



Superior Court a series of “contempt orders” that unlawfully fine and jail me for exercising the same set of rights that these entities had unlawfully conspired to deprive me of. Each of these “contempt orders” is a violation of 18 U.S.C. §241, since they injure, oppress, threaten and intimidate me for having exercised the same set of vital rights secured to me by the U.S. Constitution and laws. Based on these unlawful “contempt orders,” the same Marin County Superior Court issued warrants for my arrest, each of which is a violation of 18 U.S.C. §241, since they injure, oppress, threaten and intimidate me for having exercised the same set of vital rights secured to me by the U.S. Constitution and laws.

170. The actions taken by the Marin County Superior Court, specifically Judge Gary W. Thomas, in granting Scientology an “injunction” and a “judgment” against me that willfully and unlawfully deprive me of certain vital rights secured to me by the U.S. Constitution and laws, in granting Scientology “contempt orders” that unlawfully injure, oppress, threaten and intimidate me for exercising those rights, and, pursuant to the unlawful “contempt orders,” in issuing warrants for my arrest that also injure, oppress, threaten and intimidate me for exercising those rights, moreover constitute a series of violations of 18 U.S.C. §242, “Deprivation of Rights Under Color of Law,” which states in pertinent part:

Whoever, under color of any law, statute, ordinance, regulation, or custom, willfully subjects any person in any State, Territory, Commonwealth, Possession, or District to the deprivation of any rights, privileges, or immunities secured or protected by the Constitution or laws of the United States, ... shall be fined under this title or imprisoned not more than one year, or both.

<http://www.usdoj.gov/crt/crim/242fin.htm>

171. The assertion in the bit of organization black PR quoted above from Scientology’s letter to the Norwegian Tax Directorate that I am a “fugitive from US justice,” as well as being a lie, is another violation of 18 U.S.C. §241. Having gotten me to sign their “contract” by fraud and duress in violation of 18 U.S.C. §241; having continued to black PR and fair game me after the “settlement” in violation of 18 U.S.C. §241; having compromised or corrupted a judge to enforce their unlawful “contract,” with the grant of an “injunction,” “judgment” and “contempt orders,” and the issuance of arrest warrants, all in violation of 18 U.S.C. §241 and §242; and having, with their on-going civil rights crimes and threats, created an environment in which I was compelled to leave the U.S. in order to try to obtain the rights that the Scientology entities and the Marin Court were depriving me of and threatening and punishing me for exercising, in violation of 18 U.S.C. §241 and §242; these entities then labeled me in their continuing black propaganda a “fugitive from U.S. Justice.”

172. Scientology and people serving its purposes have labeled and libeled me with their “fugitive from justice” epithet in dozens if not hundreds of black PR publications. This black PR campaign is in execution of the Scientology entities’ conspiracy to bring governments, government agencies, intelligence services, law enforcement, courts, media and individuals to view and treat me as criminal, and thus to abet these entities’ civil



rights conspiracy by further depriving me of my rights and privileges, in violation of 18 U.S.C. §241. See, e.g., the 1998 edition of ““Freedom”” that Scientology distributed across Canada, attacking University of Alberta sociology professor Stephen Kent and me. Dr. Kent is a world-renowned scholar of cults and “new religious movements” and an expert in Scientology.

Anti-religionist Stephen Kent [ ] has drawn on numerous discredited and disreputable sources including Gerry Armstrong [ ] a fugitive from justice who has boasted of his propensity for lying and fabrication.  
<http://www.gerryarmstrong.org/50grand/cult/freedom-1998-vol2-iss1-1.html>

173. See also, e.g., Scientology’s letter dated April 20, 2001 to the Governor and Department of Internal Affairs of Nizhny Novgorod Province in Russia, the provincial office of the Russian Federal Security Service (FSB), the Mayor of Nizhny Novgorod, the Metropolitan (the head of the Russian Orthodox Church in Nizhny Novgorod Province), the provincial and city mass media, and the U.S. Embassy in Moscow. The letter states that similar letters, along with copies of the Marin Superior Court’s warrants and “judgment” against me, were also sent to the Russian Federal Ministry of Foreign Affairs, the Federal Security Service (FSB) and the Federal Ministry of Internal Affairs  
A man who is a fugitive from justice will be a speaker at the International Conference "Totalitarian Cults - the Menace of the Twenty-First Century" which will be held in Nizhny Novgorod April 23-25.

...

I am talking about Gerald Armstrong, a man who will take part in this conference and will present a paper on April 24, 2001.

In May 1998 the Supreme Court of the State of California issued an order to "arrest him and to bring him to the court" and that this arrest "can be conducted any time day or night" (cited from the court decision). I should add that this Armstrong was to be brought before the court and held accountable for anti-religious propaganda.

The order has not been executed until now for the simple reason that Armstrong is not at the moment residing in the US and thus is outside the reach of American justice.

...

I include here a copy of the document sent to me from the USA and I ask you to find out whose initiative it was to invite this man to Nizhny Novgorod, deliberately not informing the government that he is a criminal element. It is necessary to carefully screen all the list of the participants as well.

I also would like to inform you that this document, with an explanatory letter similar to this one, has already been submitted to the Ministry of Foreign Affairs of the Russian Federation, the Federal Security Service of the Russian Federation, and the Ministry of Internal Affairs of the Russian Federation. Moreover, the information about the arrival of Armstrong in Russia has been handed to the U.S. Embassy in Russia so that the necessary measures may be taken for his detention.

<http://www.gerryarmstrong.org/50grand/cult/osa-ltr-fsb-2001-04-20a.html>



<http://www.gerryarmstrong.org/50grand/images/warrant-fax-1.gif>

See also the Russian translation of the “judgment:”

<http://www.gerryarmstrong.org/50grand/cult/judgmnt-1996-03-02-russ.pdf>

<http://www.gerryarmstrong.org/50grand/legal/a4/judgment-csi-v-armstrong.html>

174. The truth is that I am no more a fugitive from justice than black slaves were that escaped from the United States before the abolition of slavery. The black slaves even broke the law in fleeing from their slave master oppressors; but by fleeing they did not become fugitives from justice, but fugitives from injustice. I have broken no laws, but have fled from a U.S. “religious” organization, abetted by a U.S. secular court, that seeks to destroy my rights, even my religious rights, and destroy me, in flagrant violation of U.S. Federal criminal civil rights statutes. The Scientology enterprise under the leadership of David Miscavige is a criminal conspiracy that persecutes people in accordance with its “religious scriptures,” such as the “Suppressive Person Doctrine,” “Fair Game” and “Use the Law to Harass,” which mandate and justify crimes against designated human targets as “religious expression.”

175. Miscavige’s Scientology is a slaver cult, which has paid clever unscrupulous lawyers and operatives millions of dollars and has misused the U.S. justice system to make me be his organization’s slave, to have me bend over for all the hate and abuse that Miscavige and his fellow slavery “beneficiaries” can pile on me. But I have not bent over and I will not, and like the blacks in the era of slavery by race, I have left the U.S. as a fugitive from injustice. When the people of goodwill and good minds in the U.S. nation come to their senses, grasp what Scientology is doing, and abolish this post-modern brand of slavery and injustice, I will return. But until this slavery is opposed by people of goodwill, and abolished, I would be as foolish to return to the U.S. as black ex-slaves would have been foolish to return before the end of nineteenth century slavery.

176. The Miscavige regime’s libel of me as an “anti-religious extremist,” stated in the letter to the Norwegian Tax Directorate and in a multitude of other organization black PR publications, is also a 18 U.S.C. §241 violation, because its obvious intended result is to bring governments, government agencies, intelligence services, law enforcement, courts, media and individuals to view and treat me as an “anti-religious extremist,” and to view and treat my communications as “anti-religious extremism,” and thus to abet this regime’s civil rights conspiracy by further depriving me of my rights and privileges. Scientology also maintains an Internet site called “Religious Freedom Watch – Defending Religious Rights,” which black PRs me and positions me with some fifty-five other individuals whom the organization also accuses of being “Anti-Religious Extremists.”

<http://www.gerryarmstrong.org/50grand/cult/hate-pages/parishioners-org/2002-10-30/extremists-index.html> Scientology’s obvious intent in the creation of this Internet hate site is to bring people to revile me, and to threaten and shudder me into silence, also in violation of 18 U.S.C. §241.

177. This anathematization as an “anti-religious extremist” serves Scientology’s dual purposes of defaming and threatening the organization’s critics and victims and at the



same time positioning Scientology as the persecuted party, the victim of anti-religious extremism. What all the Scientology entities who comprise the "beneficiaries" to its 1986 "settlement contract," are doing to me, however, shows beyond any question that these entities are the anti-religious extremists in this scenario, the religious persecutors, and anything but the "defenders of religious rights." I do not believe it is possible to find a more brazen or reprobate case of anti-religious extremism in America than this colossal 18 U.S.C. §241 conspiracy by Scientology involving two decades of fair game, millions of dollars paid to lawyers and covert operatives, assaults, threats, ceaseless black PR attacks, and using the secular courts to bankrupt, enjoin, fine, jail and hunt down a person to stop his perspicuous, peaceful, reasoned religious expression.

178. Since what Miscavige's Scientology is doing to me are acts comprising a colossal criminal conspiracy, accusing me of being an "anti-religious extremist," besides being demented, is a clear projection as Hubbard laid down for Scientologists who would be criminals in his Bulletin of September 15, 1981 "The Criminal Mind," which is itself a projection of Hubbard's own criminality and criminal mind.

A criminal is one who is motivated by evil intentions and who has committed so many harmful overt acts that he considers such activities ordinary.

...

The criminal accuses others of things which he himself is doing.

...

The FBI agent or executive accuses others of graft and even sets up "abscams" to manufacture the crime. But an FBI agent regularly pockets money supposed to be paid to informers and then screams to protect informer sources that do not exist.

The FBI agent is terrified of being infiltrated and accuses others of it when, as standard practice, he infiltrates groups, manufactures evidence and then gets others charged for crimes his own plants have committed. The FBI acts like a terrorist group posing as law enforcement officers. Their targets seem to be legislators and Congress and public individuals who might someday have power over public opinion, such as Martin Luther King, Jr.

From all this we get another datum:

The criminal mind relentlessly seeks to destroy anyone it imagines might expose it.

...

Individuals with criminal minds tend to band together since the presence of other criminals about them tends to prove their own distorted ideas of man in general.

...

The criminal only sees others as he himself is.

One of the reasons he does this, of course, is to justify injuring others. Because everyone else is useless, worthless, criminal, an animal and insane, why then, he reasons, it is perfectly all right to injure them.



179. There is no doubt that the Scientology entities are motivated by their evil intentions of destroying my civil rights, life and person, and they have indeed committed so many harmful overt acts against me over these twenty-two years that they consider such activities ordinary. They are accusing me of the things that they themselves are doing: carrying out their noxious brand of anti-religious extremism to destroy my religious rights. I am not trying to silence anyone, Scientologist or wog, about his religious beliefs, experience or knowledge, and I am not trying to deprive anyone of any rights secured to him by the U.S. Constitution or laws. There is also no doubt that the Scientology entities have entered into this 18 U.S.C. §241 conspiracy to destroy my rights and destroy me because they imagine I will expose their criminality.

180. Ironically, because they have banded together to form and execute this conspiracy to destroy me and destroy my right to expose them, which necessarily involves destroying my right to express my religious beliefs, experience and knowledge, the Scientology entities have, with each harmful overt act they have committed against me, made me ever freer legally to express those religious beliefs, experience and knowledge. Moreover, in the banding together and execution of this conspiracy, and with each harmful overt act, the Scientology entities have generated more criminality for exposure and more religious beliefs, experience and knowledge for expression. A "contract" that prohibits the exposure of criminal acts cannot be lawful; otherwise blackmail is lawful, because the goal or product of blackmail is simply a "contract" to not expose criminal acts. I am not a blackmailer, and I did not "settle" with the Scientology entities to not expose their future, or past, criminal acts, including their egregious violations of 18 U.S.C. §241.

181. Because of their projection of their criminal mind "technology," of course, the Scientology entities' increasing determination and efforts to destroy me in order to prevent me from exposing their increasing criminality, and their increasing determination and efforts to black PR me as a "criminal element," a "fugitive from justice" and an "anti-religious extremist," as well as useless, worthless, insane and worse, in order to make it perfectly all right to injure me even more, it is also clear that I am in increasingly greater physical danger. Being in increasingly greater danger, naturally, increases both my need and lawful right to be able to communicate my beliefs, experiences and knowledge to be able to protect myself, and my family, friends and associates.

182. The truth is that, contrary to the Scientology entities' libel that I am an "anti-religious extremist," over the twenty-two years in which Scientology has considered me a "Suppressive Person" and fair gamed me to destroy my person and my rights, including my right to freedom of religion, in violation of 18 U.S.C. §241, I have grown increasingly pro-religious. In 1991, I became a Christian, rejoining the religion in which I had been born and lived my childhood, and since that time I have believed that my opposition to Scientology's abuses, criminality and anti-religious extremism, particularly the organization's anti-Christian teachings and practices, was part of my responsibility,



ministry and burden as a Christian. I came to see, as made obvious by this extraordinary history of persecution by the Scientology "religion," that God had given me this history and allowed me to be persecuted by the organization for His purposes.

183. Indeed, I came to see that even my being suckered into joining Scientology, and all the years of abuse inside the organization, all the knowledge I gained of its structure and operations, and all my experiences inside were for God's purposes. He wanted me to become free of this diabolical and dangerous anti-religious extremism, and He wanted me to bring my knowledge and experiences to His other children, who were trapped in this cult or at risk of being trapped, to help them get free. Since I bring God's words and message of truth, love and freedom to His children caught in this cult of lies, hate and slavery, I am, theologically, a Prophet to Scientologists. Scientology and the people serving its malevolent, anti-religious purposes, naturally, denigrate and mock my being a prophet as part of their black PR campaign.

184. See, e.g., the black propaganda flyer that Scientology distributed across Germany, including to government officials, the intelligence service, law enforcement, the media, church officials, and individuals, in December 2002.

At a gathering on December 7, 2002, Berlin cult priest Thomas Gandow presented Armstrong as a special guest and as a sort of refugee. The fact is that Armstrong left his homeland years ago because he continued to deliberately flout court orders and was facing arrest. Armstrong is in fact extremely duplicitous, and an outright hustler and lawbreaker. "I am a writer, artist and philosopher. Theologically speaking I am a prophet...", is what Armstrong stated in a written statement on January 26, 1997. And in fact he has more than once engaged himself as a prophet whose visions of the future, however, do not apply in his own country.

<http://www.gerryarmstrong.org/50grand/cult/black-pr-flier-2002-12.html>

185. See also the Usenet black PR postings webbed at:

<http://www.gerryarmstrong.org/50grand/cult/usenet/index.html>

You're the liar, Gerry. It's a lie that you are a prophet. It's a lie that God speaks to you. It's a lie that you are doing God's work.

You are delusional. Or worse, you may be \*pretending\* you're delusional.

<http://www.gerryarmstrong.org/50grand/cult/usenet/ars-diane-2002-11-15-1.html>

You criticize Gerry Jihad, Mark, like a fellow Republican would criticize George Bush, Jr. Honesty? No way! Mark Plummer's philosophy: criticize with loads of admiration and sucking up to the ARS prophet.

So, Mark, since you're so inclined toward sucking up to and kissing Gerry Jihad's ass, no matter how much he trips over himself, how does Gerry Jihad taste??

<http://www.gerryarmstrong.org/50grand/cult/usenet/ars-scarff-2002-12-06-2.html>

186. And see, e.g., this malicious forgery written over my "signature:"

I would be a truly pretended stupid interpretation that you goons are using to support or prove their pretended stupid conclusion that I am saying that



Bruce Ullman posts forgeries from remailers but uses his own email address to do it, then claims to be a pedophile. I am merely stating that it is certainly within the realm of technical possibility. This is my basic human right as a Prophet of God, which Scientology, in the very very pretended stupid pretended stupidity of it's War on Wogs (Wow!)® would deny me. Now you will have to excuse me. I have to go shove my cock down a 10 year old's throat.

<http://www.gerryarmstrong.org/50grand/cult/usenet/ars-forgery-2003-10-19-1.html>

187. My reconversion to Christianity in 1991, an event that is by hominids, both Scientologists and wogs, impossible to predict, is also an event that by its unpredictability demonstrates why the conditions in Scientology's "settlement contract" that prohibit any discussion of my experiences in and knowledge of Scientology are lawfully unenforceable. It is axiomatic that where there is no freedom to change one's mind about a religion and about one's religious beliefs, there is no freedom of religion. A person must be able to express his new beliefs and his old beliefs, his new and old religious experiences and knowledge that underlie and form those beliefs, and any other religious beliefs, experiences or knowledge about any other religion.

188. If it really is lawful to judicially enforce a Scientology-type "contract," then the secular courts will become the tools of "religious" entities to enforce prescribed or proscribed religious exercise. A Christian church minister could contract with the church's parishioners to never say the name "Allah," or "Mohammed," or ever discuss Islam or the Koran. Perhaps the minister could get the parishioners to sign his "contract" by threatening them with damnation if they didn't sign and promising them the end of damnation if they did sign. Perhaps the minister could include a \$50,000 or so liquidated damages penalty for every violation, and they would sign when he says it's not worth the paper it's printed on. It is, of course, inconceivable that a secular court would enforce this contract if one of the parishioners decided one day to check out Islam, to study the Koran, or talk with a Muslim about Mohammed. For the same reason, judicial enforcement of Scientology's "contract" that prohibits me from saying the names "Scientology," "Hubbard" or "Miscavige" or discussing Scientology with anyone must be seen as inconceivable; or, since it has been shown to be conceivable, at least unlawful.

189. If the Christian church's "contract" with its parishioners is conceivable and lawful, and if a parishioner is caught discussing Islam with an Imam, or the Imam's daughter, the church would naturally file a breach of contract suit with a liquidated damages claim for \$50,000, and for an injunction. The parishioner would think the lawsuit was nuts and a violation of the basic rights and privileges secured to him by the U.S. Constitution and laws, his freedom of speech, religion, association, etc. and he would defend himself with a profusion of affirmative defenses, including, obviously, fraud, duress and the fact that liquidated damages impermissibly act as penalty and were included in the "contract" without any negotiations as to their reasonableness. Nevertheless, if such a "contract" were lawful, the Christian church would obtain a summary judgment against the parishioner, drive him into bankruptcy, and get their injunction.



190. If he thereafter ever discussed the Koran with anyone, and if a spy from the Christian church overheard the discussion, the church would file an application for a contempt order against the parishioner, he would be found in contempt of court, jailed and fined. If he couldn't be found, the judge would issue a warrant for a sheriff to pick him up. If the parishioner fled to Canada or Germany to be able to discuss Islam, or be able to say "Mohammed," the Christian church could still get more contempt orders, more fines and more jail sentences against him back in the U.S. Perhaps he got an Internet connection and found a Usenet discussion group like alt.religion.islam, and began to discuss the Koran and other Islamic texts and teachings with all sorts of people interested in the religion. The Christian church could assign some Christians to monitor the Islamic newsgroup, download a couple of hundred of his postings, sue him again, get a judgment for \$10,000,000 or so, take the judgment to Canada or Germany and get some lawyer to collect on the judgment. Maybe the Christians' lawyer would be able to seize the parishioner's bicycle, his computer, or perhaps his Koran, or maybe his old Christian Bible.

191. Clearly this is a ridiculous scenario, but it is exactly what Scientology, since it calls itself a "religion," is doing, except that the Scientology organization is far more vindictive and criminal than the hypothetical Christian church, and is carrying out a global extrajudicial fair game campaign in conjunction with its judicial effort to prohibit and punish my religious expression of my religious beliefs, experiences and knowledge. There is, of course, the apparent difference between what the two "churches" are doing judicially, with the hypothetical Christian church prohibiting its parishioner from discussing religious figures, scripture and beliefs in a different religion from the one in which he is currently a member, whereas the real Scientology organization is prohibiting a person from discussing "religious" figures, scripture and beliefs in its own "religion." There is, however, no real difference between these scenarios; both are lawfully judicially unenforceable, and their creation and enforcement would both constitute violations of 18 U.S.C. §241.

192. Perhaps, after the Christian church fair games its parishioner or former parishioner by terrorizing him on a freeway, assaulting him, spying on him, threatening him and black PRing him, he would sue the church, which then black PRs him even more around the world, runs some intelligence ops on him, pays a dirty cop to sign an illegal "authorization" to wiretap him, frames him with crimes, threatens him with assassination, divulges his confessional statements, etc., and fair games his lawyer with a similar campaign of threats, black PR, frame-ups, etc. Perhaps the church would offer to "settle" with the parishioner, promising to end fair game against him and everyone else forever if he signs the church's "settlement contract," and threatening to continue to fair game everyone if he doesn't sign. The "contract" that the Christian church presents for the parishioner's signature, obviously, would require that he never discuss God, Christ, Christianity, the Bible, any other Christian text, and his Christian beliefs, experiences and knowledge. Such a "contractual" condition is, of course preposterous, as is the idea that any court in the U.S., except one deranged or corrupted, would enforce such a condition.



It would be an obscene violation of 18 U.S.C. §241, as is Scientology's equivalent "contractual" condition.

193. Again, as with the hypothetical Christian church's "contract" that prohibited praying to God, a person could be prohibited, by "contract" or not, from discussing God, Christ, Christianity, the Bible, other Christian texts, and his Christian beliefs, experiences and knowledge, while on the church's premises, simply because the church has a general right to control who is on its premises. But the Christian church could not lawfully prohibit a person from discussing God, Christ, Christianity, the Bible, other Christian texts, and the person's Christian beliefs, experiences and knowledge anywhere else or at any other time, because such a prohibition would be an impermissible deprivation of the person's Constitutionally guaranteed right to religious exercise, and therefore necessarily a violation of 18 U.S.C. §241.

194. The same must be true of the conditions in Scientology's "contract" that prohibit the discussion of the Scientological equivalents: Hubbard, "ecclesiastical head" Miscavige, Scientology, Scientology "scriptures," other Scientology writings, and a person's Scientology beliefs, experiences and knowledge. I can lawfully be prohibited from discussing Hubbard, Miscavige, Scientology, Scientology "scriptures," other Scientology writings, my Scientology beliefs, experiences and knowledge, and anything else, while on the organization's premises, simply because it can lawfully keep me off its premises. But I cannot lawfully be prohibited from discussing Hubbard, Miscavige, Scientology, Scientology "scriptures," other Scientology writings, and my Scientology beliefs, experiences and knowledge anywhere else or at any other time, because such a prohibition would be an impermissible deprivation of my Constitutionally guaranteed right to religious exercise, and therefore necessarily a violation of 18 U.S.C. §241.

195. If Congress has made a law that now makes it possible for people to be prohibited in the free exercise of religion, Congress did so in violation of the "free exercise clause" of the First Amendment to the U.S. Constitution, and without repealing or amending the First Amendment. It is, obviously, inconceivable that the framers and ratifiers of the First Amendment had in mind in 1791 a qualifier to the Amendment that would allow churches or religions to use the U.S.'s secular courts to prohibit people, with \$50,000 liquidated damages penalties, from discussing God, Christ, Christianity, the Bible, other Christian texts, and the person's Christian beliefs, experiences and knowledge, and send people to jail if they refused to stop discussing these religious subjects. The First Amendment, of course, states:

Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the government for a redress of grievances.

<http://www.law.cornell.edu/constitution/constitution.billofrights.html#amendment>

196. It is also inconceivable that the framers and ratifiers of the First Amendment had in mind an exception that would allow a new "religion," or a noxious cult, two hundred years later to use the U.S.'s secular courts to prohibit someone, on penalty of \$50,000 in



liquidated damages, from discussing that new "religion's" "source," "ecclesiastical head," "scriptures," and the person's religious beliefs, experiences and knowledge in that "religion." If it has become lawful for Scientology to use the U.S.'s secular courts to prohibit the free exercise of religion, by prohibiting a person's discussion of the religion and his religious beliefs, experiences and knowledge, whereas it would be absurd, outrageous, impossible and unlawful for a Christian church to use the secular courts to prohibit the free exercise of religion, by prohibiting a person from discussing God, Christ, Christianity, the Bible, other Christian texts, and the person's Christian beliefs, experiences and knowledge, then by this favoritism and special privilege conferred on Scientology to so prohibit the free exercise of religion, Congress must have made a law, in violation of the First Amendment, which effectively establishes Scientology as the U.S. State Religion.

197. Since the First Amendment to the U.S. Constitution was important enough to be framed and ratified, to have survived for over two hundred years, and to have guided the U.S. Government's conduct and the conduct of its citizens all those years, every citizen would have a right, pursuant to the same First Amendment, to discuss either the new "Scientology law" that creates exceptions to the establishment and free exercise clauses, or, if no such law exists, to discuss Scientology's assault on the First Amendment and the organization's efforts to create such exceptions. This right to speak about the new "Scientology law" or Scientology's assault on the First Amendment would necessarily involve a right to discuss the identify, nature, teachings, doctrines, policies, practices and personnel of the entity for which the new "law" was created or which is executing the First Amendment assault. This right to speak about the entity for which the new "law" was made or which is assaulting the First Amendment would naturally extend, and even particularly extend, to the person or persons who would be most affected and whose rights would be most endangered by such new "law" or assault.

198. If Scientology is being granted this special right to prohibit a person from discussing the organization's source, leader and teachings and the person's beliefs, experiences and knowledge in Scientology, which right would never be granted to, e.g., a Christian church, because Scientology is not really "church" and not really a religion, it is not really organized for "religious purposes," and its writings really are not "scriptures," then Scientology's representations that it is a "religion" organized for "religious purposes," and that its writings are "scriptures," are fraudulent. Even if, however, Scientology is a global religious fraud, it would still be lawfully impermissible to prohibit a person from discussing the fraud, its creator, its operation, its literature and the person's beliefs about the fraud, his experiences in and with the fraud, and his knowledge of the fraud. Prohibiting a person from communicating about a fraud, and punishing him for communicating about a fraud, would still constitute a violation of 18 U.S.C. §241.

199. That all of the "settlement contract's" "beneficiaries," in addition to being co-conspirators in their organization's conspiracy to deprive me of my rights in violation of 18 U.S.C. §241, are also knowing participants in a gargantuan religious fraud is shown by the fact that this conspiracy is a willful, flagrant violation of their own "Creed of the Church of Scientology," which states in pertinent part:



We of the Church believe:

That all men of whatever race, color, or creed were created with equal rights;

That all men have inalienable rights to their own religious practices and their performance;

That all men have inalienable rights to their own lives;

That all men have inalienable rights to their sanity;

That all men have inalienable rights to their own defense;

That all men have inalienable rights to conceive, choose, assist or support their own organizations, churches and governments;

That all men have inalienable rights to think freely, to talk freely, to write freely their own opinions and to counter or utter or write upon the opinions of others;

...

And that no agency less than God has the power to suspend or set aside these rights, overtly or covertly.

<http://www.scientology.org/world/worldeng/corp/creed.htm>

200. In truth, as Scientology's "settlement contract" proves beyond any doubt, every director, officer, employee, representative, volunteer, agent and attorney of every Scientology corporation, organization, group or affiliated entity is bound by "contract" to violate each of these creedal precepts, even if such a creed violation also constitutes a violation of 18 U.S.C. §241 for which each co-conspirator could be sentenced to up to ten years in U.S. Federal prison. On the other hand, I refuse to participate in their criminal conspiracy, indeed by law I am obligated to refuse to so participate, and I refuse to violate any of these creedal precepts. Since a "creed" is a doctrinal formula intended to define what is held by a church or religion as true and essential and to exclude what is held to be a false belief, it is clear that I am by creed more of a Scientologist than any of those directors, officers, employees, representatives, volunteers and agents of every Scientology corporation, organization, group or affiliated entity who comprise the "contract's" "beneficiaries."

201. Even if a person had completely left Christianity and forsworn its creed, he could not lawfully be prohibited by a Christian church from discussing God, Christ, Christianity, the Bible, other Christian texts, or his Christian beliefs, experiences and knowledge, because, among other reasons, he could decide to reconvert to his former religion at any time. Thus, even if I had completely left Scientology, and even forsworn its "creed," which clearly I have not, because the organization calls itself a "religion," I could not lawfully be prohibited from discussing Scientology, its "scriptures," other writings about the "religion," the "religion's" founder Hubbard, its "ecclesiastical head" Miscavige, and my Scientology-related religious beliefs, experiences and knowledge, since, among other reasons, I could decide to reconvert to Scientology at any time. For the free exercise of religion to exist at all, citizens would have to retain the absolute right to freely leave and reconvert to any religion as many times and as often as they chose.



202. Because Scientology has chosen to call itself a “religion,” the “churches,” organizations, corporations, groups, entities, and individuals comprising the Scientology “religion” have necessarily given up any right to prohibit or control the practice or exercise of the “religion,” except on their own premises and among the members of their own, wholly controlled “churches,” organizations, corporations, groups or entities. It would be ridiculous of a Christian church to attempt to prohibit a person from practicing or exercising the religion of Christianity, because he could simply go to any number of other Christian churches that are not under the control of the prohibiting church.

203. It is equally ridiculous of this one Scientology “church,” the “contracting” “Church of Scientology International,” and all of the other “beneficiaries” of the “settlement contract,” no matter how many of them there are, to prohibit me from practicing or exercising Scientology, because I do not need any of them to do so. I can practice or exercise Scientology by myself, with any group, organization or “church” I form to be able to do so, or with any Scientologist or Scientology group, organization or “church” already not under the control of these “beneficiaries.”

204. Since a person cannot lawfully be prohibited from converting, re-converting or re-converting to Christianity, or lawfully prohibited by one Christian church from attending any or all of the other churches in the world, or lawfully prohibited from practicing or exercising Christianity, he could not lawfully be prohibited from discussing God, Christ, Christianity, the Bible, other Christian texts, or his Christian beliefs, experiences and knowledge, since he would have to be able to discuss these things just to participate at all in the Christian religion. Likewise, a person cannot lawfully be prohibited from converting, re-converting or re-re-converting to Scientology, since it calls itself a “religion,” or lawfully prohibited by this set of Scientology “beneficiaries” to a “contract,” from practicing or exercising Scientology, and consequently he could not lawfully be prohibited from discussing Hubbard, Scientology, its “scriptures,” other writings about the “religion,” Miscavige, and the person’s Scientology-related religious beliefs, experiences and knowledge, because he would have to be able to discuss these things just to participate at all in the Scientology religion.

205. Because of human beings’ innate desire for religious liberty, which was a major factor in the early settlement of the U.S., and which the framers and ratifiers of the First Amendment to the U.S. Constitution certainly recognized, it is natural, and almost inevitable, that the hypothetical Christian parishioner who was conned and threatened by his hypothetical Christian church into signing a “contract” that prohibited him from discussing Allah, Mohammed, the Koran or Islam, would, even just because of that proscription, search out people with whom to discuss these prohibited subjects, and discuss them.

206. Because of the same innate desire for religious liberty, it is natural and inevitable that the hypothetical person prohibited by the hypothetical Christian church’s “contract” from discussing God, Christ, Christianity, the Bible, other Christian texts, or his Christian beliefs, experiences and knowledge, would risk being assessed \$50,000 per utterance in liquidated damages penalties, and risk being jailed and fined, to exercise his religious



freedom and discuss these “contractually” prohibited subjects. There have in fact been Christians in recent years who have chosen to discuss these subjects in repressive third world countries where the Christians knew such discussions could be punishable with execution.

207. It was therefore natural, and, God being What He is, inevitable that, out of my own God-given desire for religious liberty, and a growing understanding of what religious liberty is, brought about in no small part by my “religious” persecution at the hands of the Scientologists and their agents, I would come to discuss and speak out about the very subjects the organization sought, by “contract” and extrajudicial fair game, to prohibit me from discussing. It was also natural, God-given and inevitable, since, after leaving Scientology, I had been brought to reconvert to Christianity, that I would be brought to speak out about Hubbard’s and Scientology’s anti-Christian teachings. Because such a reconversion is entirely in God’s Hands and cannot be predicted by terrestrial hominids, and because what God will call a person to do as a Christian is also entirely in His Hands, it is not rational to try by “contract” to proscribe that conversion or what the convert will be called to do, and such a “contract” cannot be lawfully enforceable because it necessarily proscribes the free exercise of religion.

208. According to the way that the First Amendment guarantee of the free exercise of religion and the guarantee of the non-establishment of religion have come to be interpreted in judicial proceedings, no secular court in the U.S. has the authority or right to adjudge the truth or falsity of any religious belief. This would necessarily also mean that no U.S. secular court could, as qualified by the senior interests of public safety, public order or the protection of the rights and freedoms of others, adjudge what is or is not a religious belief. Scientology maintains, for example, as “religious beliefs” that the law is to be used to harass people, and that people whom the organization decides are “Suppressive Persons” are evil, deserve no civil rights, and should be disposed of quietly and without sorrow. My religious beliefs include the belief that such Scientological “religious beliefs” are themselves evil, and that I have a religious right to speak out against such evil teachings. No secular U.S. court, obviously, has the right or authority to adjudge the truth or falsity of these religious beliefs of mine, or to pronounce that they cannot be my religious beliefs.

209. For public relations and marketing purposes, Scientology proclaims that it is “compatible with Christianity,” but this is utterly false and cruelly deceptive. Scientology contains a great number of policies and practices that are in direct opposition to Christian teachings, and contains a great number of writings that are anti-Christian. Hubbard was an anti-religionist, but most specifically an anti-Christian, writing much more material that was specifically anti-Christian than what he wrote attacking other religions. See, e.g., his Bulletin dated 11 May 1963, “Routine 3 Heaven.” <http://www.gerryarmstrong.org/50grand/cult/hcob-1963-05-11-routine-3-heaven-ex.html> Although my reconversion to Christianity was not predictable, my being called to speak out about Hubbard’s and Scientology’s anti-Christian writings, policies, practices and activities and the organization’s false claim of compatibility with Christianity, was completely natural and could be expected.



210. It was natural, and could be expected of God that He would reach out through His children to expose and oppose what is demonic, dangerous and anti-Christian in Scientology, since He has done so with every demonic, dangerous anti-Christian teaching or organization since time immemorial. It was natural that God would choose people for this work who understood both Scientology and Christianity and had been given the experiences and knowledge that would facilitate what had to be said and done. It was even natural that God would call someone who would be persecuted by Scientology just for speaking out, just for communicating his religious beliefs, experiences and knowledge, and just for helping God's children with his experiences and knowledge, because Scientology's persecution for these God-given communications and tasks demonstrates as clearly as anything else the organization's and Scientologists' anti-human rights and anti-Christian nature.

211. The idea that I can lawfully be prohibited by "contract" or a secular court's "injunction" from speaking out to defend my own religion, Christianity, from lies being told about it by a judicially declared pathological liar, Hubbard, and a dangerous, totalitarian cult, Scientology, is, of course, preposterous. Scientology's seeking such a prohibition, and using the U.S.'s secular courts and its fair game machinery to achieve and enforce such a prohibition, in fact demonstrates the real need for speaking out and the probity of doing so. Scientology lures God's children into a diabolical cult that implants in them the belief that God does not exist but is a lie installed in them electronically trillions of years ago to enslave them. Scientology then brainwashes the people under its control to hate, vilify and seek to obliterate God's children in execution of the organization's Suppressive Person Doctrine. It is completely natural, and consistent with God's nature and promises, that He would raise people up to expose and oppose Scientology's evil teachings and practices and to bring His Words to His children trapped inside this organization or at risk of being trapped.

212. The Constitutional guarantee of the right to the free exercise of religion, and consequently the right to leave a religion and speak out about that religion, which must not be allowed to be destroyed by "contract," is particularly necessary and vital in the case of Scientology, because of the organization's already existing policy and practice of "contracting" with its members, or, as in my case, its adversaries, to destroy this right. The protection of the Constitutional right of a person to leave a religion and speak out about his experiences in that religion is particularly crucial for Scientologists or ex-Scientologists because of the organization's egregious false advertising by which it lures people into its clutches and into a situation in which they are rendered extremely vulnerable to being tricked or pressured into signing such a "contract."

213. Scientology is able to get away with suckering people into the organization by calling its false promises, such as raising IQ a point per hour of auditing, or perfect recall, or curing the common cold, "protected religious expression." In order to obtain the results promised by this false "religious" advertising, people are very vulnerable to being manipulated into signing away their rights, as shown by the "non-disclosure and release bond" that I was required to sign while on the Rehabilitation Project Force.



<http://www.gerryarmstrong.org/50grand/cult/non-dsclsre-rls-bond.html>

It should be remembered that Scientology started this whole thirty-five year saga with me, leading up to all its abuses, fair game, its "settlement contract," and all its enforcement actions and threats, with the organization's false representations about Hubbard, and its false promises, of increased IQ, and of the wonderful "states" of "Clear" and "OT."

214. No secular court in the U.S. has been willing, and indeed all insist that they have no authority or right, to adjudge Scientology's "religious beliefs" to be false, or to be anything other than "religious beliefs." The same is true about my religious beliefs; no secular court has the authority or right to adjudge my religious beliefs to be false, or to be anything other than religious beliefs. I am not justifying the unauthorized disclosure of trade secrets, or otherwise privileged information, with a religious liberty defense, nor am I protecting defamatory statements with the assertion that they are religious expression. My communications that Scientology seeks to prohibit are about an entity that has chosen to define itself as a "religion" organized for "solely religious purposes," and my communications are clearly, by Scientology's own definitions and criteria, my religious beliefs about my religious experiences in and religious knowledge of this organization's religion. My communications that Scientology seeks to prohibit are also my exercise of my own religion, Christianity, and my own God-given calling and ministry within Christianity. What Scientology seeks to prohibit is my communicating the truth.

215. There are no countervailing interests that conceivably could trump my right to express my religious beliefs, experiences and knowledge exactly as I have expressed them, except for Scientology's "right" to my performance of the conditions of its "contract" that prohibit such expression of my religious beliefs and experiences and knowledge. That "right" is not a real or legitimate right, however, as has been shown, because it is a "right" that was obtained by fraud and threat, which, together with the nature of that "right" and the organization's efforts to enforce it, constitute a violation of U.S. Federal criminal civil rights laws.

216. Further demonstrating the lawful judicial unenforceability of the "settlement contract's" conditions that prohibit my discussing Scientology, Hubbard, Miscavige or Scientology operations and personnel, and my beliefs, experiences and knowledge relating to these subjects, I am the Founder and Director of the Church of Wogs (CoW)®, whose religious mission necessitates my discussing those very subjects. CoW, which is the successor to the church I founded in 1986, is a global church with an international membership, dedicated to opposing the persecution of the over six billion wogs in the wog world. See, e.g., CoW's "Mission Statement" on its Internet web page:

The Church of Wogs ® shall defend, support and promote Wogs ® and what is worthy in the Wog World ®

Any Wog may join.

The Church of Wogs (CoW) ® shall be truly pan-denominational. Any Wog of any belief, creed or faith may join.

Any Wog of any race, gender, nationality, age or status may join.



For decades, good Wogs have been persecuted for their beliefs and activities. CoW shall shelter these beliefs and activities; and work assiduously to oppose those who would persecute any of us.

Any Wog may work to defend, support and promote Wogs and what is worthy in the Wog World, and oppose Wogs' persecutors.

CoW also opposes the persecution of those who have abandoned the Wog World. Nevertheless, both the persecutors and the persecuted who have abandoned the Wog World wage an unjust War on Wogs (WoW!)®, and on Wog arts, sciences, institutions and enterprises.

CoW is determined to bring peace in this war being waged on Wogs.

Our Creed: We of the Church hold:

1. That Wogs are equal.

The Church of Wogs (CoW) will persist as long as the War on Wogs persists. CoW seeks every being on earth.

CoW's mission is to wake sleeping Wogs, and to defend, support and promote all Wogs until the war is won.

<http://www.gerryarmstrong.org/50grand/cow/index.html>

217. The Church of Wogs is in significant respects opposite to, as well as being in opposition to, the Scientology organization. Scientology teaches that wogs are inferior, less able, less aware hominids, and Scientologists seek to control the wog world and control wogs, and wage a war on wogs to obtain that control. CoW teaches that wogs are in every way Scientologists' equals, and brings wogs to wage peace in Scientology's war on us, and to oppose Scientologists' intention and actions to control wogs and control our world. CoW opposes the persecution of wogs, and opposes the persecutors doing the persecuting, who are the very same Scientology-related entities and persons who seek to prohibit me from discussing them.

218. The Scientology organization and Scientologists consider and teach that everything that Hubbard wrote or spoke about Scientology, the wog world, Scientologists and wogs is "religious scripture." Identically, everything I write or speak about Scientology, the wog world, Scientologists and wogs constitutes religious scripture. Indeed, everything I have ever written or said at any time on the subjects of Scientology, Hubbard, any of the organizations groups or entities comprising the global Scientology enterprise and all of their personnel, any of the "beneficiaries" to Scientology's "settlement contract," and all my beliefs, experiences and knowledge relating to these subjects, forms an essential part of CoW's religious scripture.

219. It is clear that as the Founder and Director of the Church of Wogs, as a Prophet to Scientologists, as an ex-Scientologist and a Scientologist, as a Christian, and as a citizen of any religion or faith, or no religion or faith, I have a right, guaranteed by the First Amendment's religious exercise clause and by the laws of the U.S., and as articulated in international human rights declarations, to discuss all the subjects, religious or otherwise, that the "beneficiaries" seek by their "settlement contract" and by threat and other forms of fair game to prohibit me from discussing. The "contract" and its attempted judicial enforcement are the product of a set of clever lawyers and a Godless cult doing the



devil's work; for what could this massive conspiracy to deprive a person of his basic and vital rights, including his freedom of religion, and punish him if he exercised those rights, be but the work of the devil? There has, however, never been a lawyer clever enough to beat God in the business of freedom, and no matter how many millions Scientology pays its clever lawyers, they won't now. Scientology pays for slavery. God sets this slaver cult's captives free at no charge whatsoever.

220. As has already been shown, the parts of the "settlement contract's" "non-cooperation" and "non-assistance" conditions that prohibit my cooperating with, assisting or advising governmental agencies or personnel who might be aligned against Scientology, adverse to Scientology, or involved in or contemplating any activity adverse to the interests of any of the "contract's" "beneficiaries," prohibit my testifying or participating in any judicial, administrative or legislative proceeding adverse to Scientology or the "beneficiaries," and prohibit my being "amenable to service" of subpoenas, constitute violations of 18 U.S.C. §1512, "Tampering with a Witness, Victim, or an Informant."

[7G] [Armstrong] agrees that he will not voluntarily assist or cooperate with any person adverse to Scientology in any proceeding against any of the Scientology organizations, individuals, or entities listed in Paragraph 1 above. [Armstrong] also agrees that he will not cooperate in any manner with any organizations aligned against Scientology.

[7H] [Armstrong] agrees not to testify or otherwise participate in any other judicial, administrative or legislative proceeding adverse to Scientology or any of the Scientology Churches, individuals or entities listed in Paragraph 1 above unless compelled to do so by lawful subpoena or other lawful process. [Armstrong] shall not make himself amenable to service of any such subpoena in a manner which invalidates the intent of this provision 10. [Armstrong] agrees that he will not assist or advise anyone, including individuals, partnerships, associations, corporations, or governmental agencies contemplating any claim or engaged in litigation or involved in or contemplating any activity adverse to the interests of any entity or class of persons listed above in Paragraph 1 of this Agreement.

221. These "non-cooperation" and "non-assistance" conditions that prohibit my cooperating with, assisting or advising governmental agencies or personnel, or prohibit my testifying or participating in any judicial, administrative or legislative proceeding adverse to Scientology or the "beneficiaries," also constitute a clear violation of 18 U.S.C. §241, because I have lawfully inalienable rights to cooperate with, assist or advise governmental agencies or personnel who might be aligned against Scientology, adverse to Scientology or involved in or contemplating any activity adverse to any of the "contract's" "beneficiaries," and to testify or participate in any judicial, administrative or legislative proceeding adverse to Scientology or the "beneficiaries," and these conditions explicitly and unlawfully deprive me of those rights. Besides being patently unlawful, it is, of course, ludicrous in the extreme that these Scientology entities and their lawyers would hatch this "contractual" concept of prohibiting a person from assisting every part, agency or person in the Federal Government, and in every state government in the U.S.,



as well as every part, agency or person in every other government on the planet, with a \$50,000 liquidated damages penalty for each such act of assistance.

222. These “contractual” conditions that prohibit my assisting or cooperating with any non-governmental person adverse to Scientology, cooperating in any manner with any non-governmental organizations aligned against Scientology, or assisting or advising any individuals, partnerships, associations or corporations contemplating any claim or engaged in litigation or involved in or contemplating any activity adverse to the interests of the Scientology “beneficiaries” are also ludicrous and are also violations of 18 U.S.C. §241. These prohibitions necessarily and unlawfully deprive me of my right of association, and my rights to defend myself, to defend my own class, and to be defended by my own class.

223. The people who are adverse to Scientology, or who might be contemplating any claim or engaged in litigation or involved in or contemplating any activity adverse to the interests of the Scientology “beneficiaries,” comprise the class of citizens whom Scientology, Scientologists and the “beneficiaries” identify as “Suppressive Persons,” or “SPs.” The organizations aligned against Scientology, or the partnerships, associations or corporations contemplating any claim or engaged in litigation or involved in or contemplating any activity adverse to the interests of the Scientology “beneficiaries,” comprise a class of entities that Scientology, Scientologists and the “beneficiaries” identify as “Suppressive Groups.”

224. The closest historical and current parallel to the relationship between Scientology and the SPs is the relationship between the Nazis and the Jews. Just as it would be obscene in the extreme for an American Nazi organization to force an American Jew to sign a “contract” that prohibited the Jew from cooperating with, assisting or advising Jews, or cooperating with Jewish groups, with a \$50,000 liquidated damages penalty for each instance of cooperation, assistance or advice, it is obscene in the extreme for the Scientology “church” to force a Suppressive Person to sign a “contract” that prohibited the SP from cooperating with, assisting or advising SPs, or cooperating with Suppressive Groups, with a \$50,000 liquidated damages penalty for each instance of cooperation, assistance or advice.

225. Just as it would be unheard of for any secular court in the U.S., except one deranged or corrupted, to even consider enforcing a Nazi organization’s “contractual” condition that prohibited a Jew from cooperating with, assisting or advising Jews, or cooperating with Jewish groups, it should be unheard of for a court in the U.S. to consider enforcing the Scientology organization’s “contractual” condition that prohibited an SP from cooperating with, assisting or advising SPs, or cooperating with Suppressive Groups. The Marin County Superior Court Judge’s enforcement of precisely that prohibition in the Scientology entities’ “contract,” along with the enforcement of the \$50,000 liquidated damages penalty for each instance of cooperation, assistance or advice, is significant evidence of his derangement or corruption.



226. The Scientology entities “declared” me to be a Suppressive Person in early 1982, and have not stopped identifying, treating and targeting me as an SP ever since. See, e.g., <http://www.gerryarmstrong.org/50grand/cult/ga-sp-declare.html> <http://www.gerryarmstrong.org/50grand/cult/ga-sp-declare-rev.html>

Scientology’s policies, practices, procedures and criteria for identifying and declaring SPs are contained in the organization’s “religious scriptures.” Scientology teaches in its “scriptures” that identification of SPs is done by the “characteristics” that SPs share, by their actions in relation to Scientology, and by their reactions on the “E-Meter,” which the organization claims, to avoid liability for the meter’s use in the illegal practice of medicine, is a “religious artifact.” SPs, then, are a class of citizens determined by “religious” criteria, and form essentially a religious class.

227. Scientology also teaches in its “scriptures” that SPs are part of a race of inferior hominids distinct from Scientologists, who comprise “Homo novis” or “Homo scientologicus,” a race that is vastly superior to Homo sapiens, whom Scientology also calls in its “scriptures” “wogs.” Scientology teaches in its “scriptures” that SPs cannot be Scientologists, and summarily expels from Scientology any people the organization “discovers” to be SPs. It goes without saying that, by Scientology’s “scriptures,” there are no Scientologists who are wogs, and no Scientologists who are members of what Scientology calls, also in its “scriptures,” the “wog world.” SPs, then, comprise a class of citizens determined by race, forming essentially a racial sub-class.

228. The determination of SPs by “religious” and “racial” criteria parallels the Nazis’ determination of the Jews as the chosen targets of Nazi vilification and persecution, since the Jews also formed both a religious and racial group and class. As the Nazis did with the Jews, Scientology claims that its determination of the racial inferiority and “antisocial” characteristics of its target class, the SPs, is completely scientific, based, in Scientology’s case, on the exacting scientific research of the great scientist L. Ron Hubbard. Scientology, of course, refuses to submit its “science” for classifying people as SPs, or its “science” for the treatment SPs, to any scientific body or to any scientists to review the organization’s “research” and “conclusions.” And, while continuing to call its pronouncements about SPs “science,” Scientology shields this “science” from review or criticism by calling it “religious scriptures,” and, consequently, attacking the critics of the “science” as “anti-religious extremists” and, naturally, “Suppressive Persons.”

229. Although both the Nazis and Scientology identify their targeted classes, the Jews or the SPs, for vilification, persecution and obliteration according to “religious” criteria, these are actually only pseudo-religious and are largely irrelevant to the genocidal plans and actions against these classes. The Nazis didn’t really care if the Jews believed in the Trinity, and the Scientologists don’t really care if SPs believe, as Hubbard claims, that humans are infested with space alien beings that had been brought to earth seventy-six million years ago by the galactic tyrant Xenu. Even the Nazis’ and Scientology’s “racial” criteria or differences for determining their targeted classes are largely pseudo-criteria that are used to justify the atrocities, which are being committed for entirely different reasons. In reality, neither the Nazis nor the Scientologists constitute a new übermensch,



as those systems teach, and neither the Jews nor the SPs are subhuman animals, as the Nazi and Scientology systems also teach.

230. Ultimately, the Nazis and Scientology share the same “real” criterion and “reason” for their persecution of their targeted classes, the Jews and the SPs, which is provided very clearly by Scientology in its “settlement contract.” An SP is essentially anyone who is “adverse to Scientology” or who is “involved in or contemplating any activity adverse to the interests of any entity or class of persons” that comprise the “contract’s” “beneficiaries.” Once a person becomes involved in or contemplates an activity adverse to the interests of the Scientology entities, he is identified and labeled as an “SP,” and all of the “characteristics” of the Suppressive Person are heaped on him. Similarly, the Nazis in their “teachings” identified the Jews as being involved in activities that were adverse to the Nazis’ interests, i.e., their totalitarian goals. The Nazis’ black PRing of the Jews, as racial inferiors, Christ-killers, perverts, vermin, etc. then facilitated their removal and the elimination of their activities that the Nazis viewed as adverse to their interests.

231. Hubbard and Scientology teach that SPs comprise the most evil “two and a half percent” of planetary beings, they are the “actual psychotics,” “criminal,” “destructive” and “the only thing wrong in the universe.” They include mass murderers like Hitler and Stalin, they “fill the institutions with victims, the hospitals with the sick and the graveyards with the dead,” and they are the only people who do not get “case gain” from auditing. Hubbard and Scientology teach that SPs are without any rights whatsoever, and that crimes committed against them are not punishable; SPs are “fair game.” Scientology “scriptures” contain a long list of “Suppressive Acts,” also called “High Crimes,” for which an individual can be declared a Suppressive Person, black PRed with the SPs’ terrible label and “characteristics,” and fair gamed. These “High Crimes” include:

- publicly departing Scientology;
- demanding the return of fees;
- making public statements against Scientology;
- testifying hostilely before state or public inquiries into Scientology;
- bringing civil suit against any Scientology organization or Scientologist;
- giving anti-Scientology or anti-Scientologist data to the press;
- continuing adherence to a person or group pronounced Suppressive;
- dealing with a declared Suppressive Person;
- maintaining a line with a Suppressive Person;
- offering support to a Suppressive Person;
- granting credence to a Suppressive Person.

232. It is obvious that this list of “High Crimes” that make a person an SP, an “enemy” to Scientology, and fair game is a list that any criminal syndicate, e.g., the Mafia, would employ to determine who are its enemies and who are to be fair gamed. The Mafia, would have a “High Crimes” list in its system of “Omerta,” the mob equivalent to Scientology’s “Ethics,” which might include:

- publicly departing the Mafia;
- demanding money from the Mafia;



- making public statements against the Mafia;
- testifying hostilely before state or public inquiries into the Mafia;
- bringing civil suit against any Mafia organization or Mafiosi;
- giving anti-Mafia or anti-Mafiosi data to the press;
- continuing adherence to a person or group pronounced a Mafia enemy;
- dealing with a declared Mafia enemy;
- maintaining a line with a Mafia enemy;
- offering support to a Mafia enemy;
- granting credence to a Mafia enemy.

233. Declaring people “SPs” and beastifying them with the SPs’ hateful “characteristics,” which Scientology teaches are completely irremediable, creates the necessary dehumanized “enemies” that Scientology as a totalitarian movement “needs” for its troops to hate and attack, just as the totalitarian Nazi movement “needed” the Jews for the Nazi troops to hate and attack. As the above partial list of “High Crimes” in Scientology makes obvious, the Suppressive Person Doctrine also serves to keep the Scientologist troops absolutely aligned with and in compliance with the interests of the Scientology hierarchy, which structurally and in operation is a dictatorship, and absolutely adverse to the SPs’ interests. The tiniest of criticisms of the Scientology dictatorship, the slightest “counter intention,” or merely “granting credence” to an SP is enough for a Scientologist to be himself threatened with being “declared” an SP, or even, at the whim of the Scientology dictator or his henchmen, declared on the spot, targeted as “insane,” “criminal” and “evil,” fair gamed and destroyed.

234. Scientology does not state in its “contract” what its “interests” are; but the organization broadly proclaims for public relations purposes that its aims, or interests, are “a civilization without insanity, without criminals and without war, where the able can prosper and honest beings can have rights, and where man is free to rise to greater heights.” If that were true, Scientology would not be trying to enforce its “contract” upon me, would not be fair gaming me, and would not promulgate or even countenance its “Suppressive Person Doctrine.” I say, both as my religious belief and as a demonstrable fact, that Scientology’s interests are insanity, hatred, destruction, war and slavery. Again, no secular court in the U.S. has the authority or right to adjudge the truth or falsity of that religious belief, any more than a court can adjudge the truth or falsity of Scientology’s assertion, since the organization claims to be a “religion,” that its interests or aims are sanity, honesty, peace and freedom.

235. The “civilization without insanity, without criminals and without war” that Scientology seeks is to be achieved, as laid down by Hubbard in the organization’s “scriptures,” by warring on SPs and by finally disposing of them “quietly and without sorrow.” See, e.g.,

<http://www.xs4all.nl/~kspaink/cos/mpoulter/scum/extern.html>

What Scientology is doing to me with its “settlement contract” is a microcosm of this mad global plan, with the organization calling the relational state between us, wherein all the Scientology beneficiaries can black PR, trick, cheat, assault, enslave and destroy me and I cannot respond, or be further attacked if I do, “peace.” Achieving a “civilization



without insanity, without criminals and without war'' by declaring people SPs, and then black PRing, tricking, cheating, assaulting, enslaving and destroying those people, in fact very good loving people, is truly insane, criminal and hateful, and truly is war.

236. That Scientologists are to war on SPs is not a hallucination, but is spelled out by Hubbard in a number of his directives that are included in Scientology "scriptures," e.g., in his Policy Letter of February 16, 1969, "Confidential -- Battle Tactics."

But there are also wars of attrition. We are engaged in one where total destruction of us has been the enemy's aim for, at this writing, 19 years. This is barbarian warfare, thus the enemy must have had very positive fears and terrors about us. Since he fought for total attrition. In this case it is not safe to hope for any half way win. We must ourselves fight on a basis of total attrition of the enemy. So never get reasonable about him. Just go all the way in and obliterate him.

...  
A good general expends the maximum of enemy troops and the minimum of his own. He makes the war costly to the enemy, not to himself.

One cuts off enemy communications, funds, connections. He deprives the enemy of political advantages, connections and power. He takes over enemy territory. He raids and harrasses. All on a thought plane - press, public opinion, governments, etc.

Seeing it as a battle one can apply battle tactics to thought actions.

Intelligence identifies targets and finds out enemy plans and purposes, enemy connections, dispositions, etc. It is fatal to attack a wrong enemy. But it is good tactics to make the enemy attack wrong targets or persons himself.

...  
The prize is "public opinion" where press is concerned. The only safe public opinion to head for is they love us and are in a frenzy of hate against the enemy, this means standard wartime propaganda is what one is doing, complete with atrocity, war crimes trials, the lot. Know the mores of your public opinion, what they hate. That's the enemy. What they love. That's you.

You preserve the image or increase it of your own troops and degrade the image of the enemy to beast level.

.....  
We will make it all the way providing we look on this in terms of active battle and not as a "if we are saintly good we will win". The people who win wars have a saintly image but they win the war by clever and forceful use of the rules of tactics, strategy and battle.

Wars are composed of many battles.

Never treat a war like a skirmish. Treat all skirmishes like wars.

The cold war is a war. The West is losing it because it is fighting by other rules than the rules of war. We mustn't lose it.

<http://www.gerryarmstrong.org/50grand/cult/sp/pl-1969-02-16-battle-tactics.html>



237. Hubbard was, as mentioned above, and as declared by the Los Angeles Superior Court, a pathological liar. There was no “enemy” whose aim was the “total destruction” or “total attrition” of Scientology, and who was waging “barbarian warfare” on the organization. There wasn’t even an “enemy” composed of bad people; there was simply an “enemy” composed of “SPs,” good people, God’s children, that Hubbard declared were adverse to his interests. Although Hubbard lied in “Battle Tactics” about the “enemy,” there is no lie in what his Scientology organization members were to do to that “enemy,” the SPs, because what the Scientologists are to do is Hubbard’s “command intention,” his interests. Hubbard’s interests, of course, must be complied with, or the non-complying Scientologists will themselves be adverse to his interests, or the current Scientology dictator’s interests, and such non-complying Scientologists will themselves be subjected to what Hubbard ordered be done to the “enemy.”

238. The people whose total attrition and obliteration Hubbard orders in his Policy Letter are the SPs, good loving people who, because of their good, loving nature, are adverse to Scientology’s interest in waging total attrition wars on, and obliterating good, loving people. The “enemy,” whose communications, funds and connections Hubbard orders to be cut off, and who are to be deprived of political advantages, connections and power, are good loving people who are adverse to good loving people having their communications, funds and connections cut off and being deprived of political advantages and power. The “enemy” that Hubbard orders Scientologists to raid and harass are good loving people who are adverse to good loving people being raided and harassed just for being adverse to good loving people being raided and harassed.

239. Scientology does not attack and wage war on evil people, or on people who might actually possess the hateful “characteristics” with which Hubbard and Scientologists endow the good people they label “SPs.” The “enemy” that Scientology black PRs with a viciousness sufficient to cause public opinion to be a frenzy of hate against them are not hateful people, but good loving people with the goodness and courage to be adverse to Scientology’s vicious black PR campaign against good people, even if it means becoming targets of this malevolent organization’s black PR campaign and the public’s Scientology-incited frenzy of hate. The “enemy” whose image Scientology’s troops degrade to beast level are good loving people with enough decency and integrity to be adverse to the beastification of good loving people.

240. The beast level image to which Scientology’s troops are to degrade the people who are adverse to the organization’s destruction of good people’s communications, funds, connections and power, and who are adverse to good people’s beastification and obliteration, is, of course, the image that Hubbard has created of the “Suppressive Person,” with all the SPs’ bestial “characteristics.” A significant number of the people whom Scientology’s leadership beastify as SPs, whip the Scientologist and wog publics into a frenzy of hatred against, fair game and war upon, are people who, such as myself, were Scientologists and woke up to the dishonesty and malevolence of the organization’s interests and became adverse to those interests. Merely leaving the organization, asking for refund of fleeced fees, making a public statement against Scientology, or just



maintaining a line with or granting credence to a Suppressive Person, are activities that are adverse to the leadership's interests and enough to make a former Scientologist, who might even have slaved for the organization for years or decades, an SP and a fair game target.

241. The Miscavige regime reissued "Battle Tactics," with a distribution list that included the Office of Special Affairs, the new Guardian's Office, on September 24, 1987, less than a year after the "settlement."

<http://www.gerryarmstrong.org/50grand/cult/sp/pl-1969-02-16-battle-tactics-reiss-87.html>

The reissuance of this Policy Letter is a clear indication that at the time of the "settlement" Miscavige and his regime had no intention of ceasing fair game as had been promised in order to induce me to sign their "contract," since all the attacks that Hubbard mandates in "Battle Tactics" – cutting off good people's communications, funds and connections, destroying their political advantages and power, degrading their images to the level of beasts, causing public opinion to be a frenzy of hate against them, waging a war of total attrition on them, and obliterating them – are exactly what constitute fair game.

242. The centrality of "Battle Tactics," and the fair game against SPs that "Battle Tactics" directs, to Scientology's structure, aims and operations under the Miscavige regime is shown by the policy letter's prominent inclusion on the checksheet for the manual that the organization published in the 1990's for training Scientology's OSA intelligence personnel.

#### SECTION K: ATTACKS ON SCIENTOLOGY

...

13. HCO PL 16 Feb 69 II BATTLE TACTICS

14. DEMO: 5 examples of the following stable datum: "We must ourselves fight on the basis of total attrition of the enemy. So never get reasonable about him. Just go all the way in and obliterate him."

<http://www.gerryarmstrong.org/50grand/cult/osa-int-ed-508r.html>

Hubbard defined the Scientology term "stable datum" in his book Problems of Work:

Any body of knowledge is built from one datum. That is its stable datum.

Invalidate it and the entire body of knowledge falls apart. A stable datum does not have to be the correct one. It is simply the one that keeps things from being a confusion and on which others are aligned.

<http://www.gerryarmstrong.org/50grand/writings/letkeman-ltr-miscavige-2003-06-06.html>

The organization teaches that the total attrition and obliteration of the "enemy," the SPs, is essential to keeping Scientology from falling apart, to keeping things inside from being a confusion.

243. This intelligence officer checksheet also contains a section specific to Suppressive Persons, and contains no such section for any other such class.

#### SECTION J: PTS/SP DATA



1. HCO PL 27. Oct 64R Rev. 15.11.87 POLICIES ON PHYSICAL HEALING, INSANITY AND SOURCES OF TROUBLE
2. 2. DRILL: Have another student take the role of someone who is in one of the PTS A-J categories. Drill recognizing what kind of PTS category is presented and what the handling is. Do this until you can recognize and handle each of the PTS A-J categories. Flunks are given for any failure to correctly recognize a particular PTS situation or failure to correctly handle it, referring the student to the exact LRH material being violated.
- \*3. HCO PL 5 Apr 65 I HANDLING THE SUPPRESSIVE PERSON -- THE BASIS OF INSANITY
4. HCO PL 7 Aug 65 I SUPPRESSIVE PERSONS, MAIN CHARACTERISTICS OF
5. DEMO: One example of each of the 16 characteristics by which you can recognize an SP:
  1. \_\_\_\_\_ 7. \_\_\_\_\_ 13. \_\_\_\_\_
  2. \_\_\_\_\_ 8. \_\_\_\_\_ 14. \_\_\_\_\_
  3. \_\_\_\_\_ 9. \_\_\_\_\_ 15. \_\_\_\_\_
  4. \_\_\_\_\_ 10. \_\_\_\_\_ 16. \_\_\_\_\_
  5. \_\_\_\_\_ 11. \_\_\_\_\_
  6. \_\_\_\_\_ 12. \_\_\_\_\_
6. HCO PL 23 Dec 65RB Rev. 8.1.91 SUPPRESSIVE ACTS SUPPRESSION OF SCIENTOLOGY AND SCIENTOLOGISTS
7. HCOB 28 Jan 66 SEARCH AND DISCOVERY DATA HOW A SUPPRESSIVE BECOMES ONE
- \*8. HCOB 27 Sept 66 THE ANTISOCIAL PERSONALITY THE ANTI-SCIENTOLOGIST
9. PRACTICAL: Write up examples of each of the anti-social personality traits that you have personally observed (examples can be people you have known, people in the media, people in history, etc.) explaining exactly how you recognize the trait. You can also check newspapers, magazines, etc., for examples. You must find at least one example of each of the different traits. Turn your write-up in to the Supervisor.
10. HCO PL 26 Dec 66 Admin Know-How Series 12 PTS SECTIONS, PERSONNEL AND EXECS
11. ESSAY: Write up how you would detect PTSness in an external facing staff member. What would you do to handle once you have detected a PTS external facing staff? Turn your write-up in to the Supervisor.
12. HCO PL 16 Oct 67 Admin Know-How Series 16 SUPPRESSIVES AND THE ADMINISTRATOR HOW TO DETECT SPs AS AN ADMINISTRATOR
13. HCO PL 12 Mar 68 MISTAKES, ANATOMY OF
14. HCOB 28 Nov 70 C/S Series 22 PSYCHOSIS
15. DEMO: How you would know if you were dealing with a psychotic or not.



244. The "Confidential" designation for the 1987 reissue of the "Battle Tactics" Policy Letter, just as with Hubbard's original 1969 issue, evidences the Miscavige regime's guilty knowledge that what is being ordered in this document to be done to SPs is criminal activity. Although Hubbard writes in "Battle Tactics" that he is not advocating physical violence or inviting the physical destruction of persons, there is no doubt that he is advocating, inviting, and indeed ordering reputational, emotional, financial, judicial and social violence against persons, and their reputational, emotional, financial, judicial and social destruction. In this era, and in "first world" countries, reputational, emotional, financial, judicial and social violence, destruction and terrorism is in fact more frightful and more disruptive to its victims' lives than the threat of being bombed by terrorists.

245. These non-physical forms of violence, moreover, are also for the purpose of achieving a position of political and societal power and dominance in which physical violence and the physical destruction of persons become acceptable and "legal." The Nazis in Germany started out with reputational, emotional, financial, judicial and social violence against the Jews, and did not carry out or advocate physical violence against the Jews or the physical destruction of their persons until the Nazi Party and its psychopathic leaders had come to political power. That Scientology seeks the level of political control or position in which the organization can "legally" carry out physical violence and the physical destruction of its Suppressive Person victims is revealed in the same OSA intelligence checksheet:

SECTION D: DEPARTMENT 20

...

\*22. HCO PL 15 Aug 60 DEPARTMENT OF GOVERNMENT AFFAIRS

23. CLAY DEMO: "The goal of the department is to bring the government and hostile philosophies or societies into a state of complete compliance with the goals of Scientology. This is done by high level ability to control and in its absence by low level ability to overwhelm. Introvert such agencies. Control such agencies. Scientology is the only game on Earth where everybody wins. There is no overt in bringing good order."

246. Hostile governments, philosophies and societies, of course, are those that are adverse to Scientology's interests; i.e., adverse to the good people who comprise their good citizens and good members having their communications, funds, connections, political advantages and power destroyed, having their images degraded to the level of beasts, having public opinion turned into a frenzy of hate against them, having a war of total attrition waged on them, and being obliterated. Hostile governments, philosophies and societies would also be any that are adverse to themselves being brought into a state of complete compliance with Scientology's goals, or adverse to being controlled, overwhelmed or introverted by the organization.

247. Governments, philosophies or societies that are adverse to Scientology's interests in warring on and obliterating their good citizens or good members, or adverse to Scientology's interests in bringing those governments, philosophies or societies into a

245



state of complete compliance with Scientology's goals, and in controlling, overwhelming or introverting those governments, philosophies or societies, classifies them, pursuant to Scientology's "scriptures," as Suppressive Groups and classifies their members as Suppressive Persons. This classification as Suppressive Groups and Suppressive Persons makes those governments, philosophies or societies and individuals targets for the destruction of their communications, funds, connections, political advantages and power, for the degrading of their images to the level of beasts, for the turning of public opinion into a frenzy of hate against them, for having a war of total attrition waged on them, and for being obliterated.

248. It is obvious that Scientology has trained a corps of troops and developed sophisticated means by which the organization is able to overwhelm, introvert and gain control over governments, philosophies and societies. Scientology ~~and~~ has been most alarmingly successful with one of the organization's key former adversaries, the U.S. Federal Government, which, in my observation, in order to get Scientology to end its targeting, threatening, beastifying, warring on, and otherwise fair gaming U.S. Government agencies and personnel, made a strategic decision in the 1990's to abandon its adverseness to Scientology's interests, and instead to ally itself to the organization. See, e.g., the New York Times article of March 9, 1997, "The Shadowy Story Behind Scientology's Tax-Exempt Status."

The church's war had a covert side, too, and its soldiers were private investigators. While there have been previous articles about the church's use of private investigators, the full extent of its effort against the IRS is only now coming to light through interviews and records provided to The New York Times.

...

In August 1993, the two sides reached an agreement. The church would receive its coveted exemptions for every Scientology entity in the country and end its legal assault on the IRS and its personnel.

...

#### THE AFTERMATH: A FORMER ENEMY BECOMES AN ALLY

...

The church immediately began citing the IRS decision in its efforts to win acceptance from other governments and to silence critics. But the biggest public relations benefit may have come from the U.S. government itself.

Four months after the exemptions were granted, the State Department released its influential human rights report for 1993, a litany of the countries that abuse their citizens. For the first time, the report contained a paragraph noting that Scientologists had complained of harassment and discrimination in Germany. The matter was mentioned briefly in the 1994 and 1995 reports, too.

...

#### An Ultra-Aggressive Use of Investigators and the Courts

...



Richard Behar, an investigative reporter, incurred Scientology's wrath when he wrote a cover article about the church in Time magazine in 1991. The article called the church "a hugely profitable global racket that survives by intimidating members and critics in a Mafia-like manner."

The church and a member sued Time and Behar for libel, and the company spent more than \$7 million defending the cases. The church's suit was dismissed last year by a Federal District Court judge, an action being appealed by Scientology. The individual's suit was settled with a corrective paragraph but no money.

Behar contends in a countersuit that even before the article ran, church investigators questioned his acquaintances about his health and whether he had had tax or drug problems. Behar said that after the article ran, he had been followed by Scientology agents and had been so concerned he had hired bodyguards.

In 1992, Judge Ronald Swearinger of Los Angeles County Superior Court told The American Lawyer magazine that he believed Scientologists had slashed his car tires and drowned his collie while he was presiding over a suit against the church. The church denied the accusations.

In 1993, Judge James M. Ideman was presiding over a suit involving Scientology in Federal District Court in Los Angeles when he took the unusual step of withdrawing from the case. In a court statement, he said he could no longer preside fairly because the church "has recently begun to harass my former law clerk who assisted me on this case."

...

Scientology's tactics in court have also drawn judicial rebukes. Last year, the California Court of Appeal accused Scientology of using "the litigation process to bludgeon the opponent into submission." The Federal Court of Appeals in San Francisco said last year that Scientology had played "fast and loose with the judicial system" and levied \$2.9 million in sanctions against the church.

By aggressively pursuing its opponents in court, the church seems to heed the preaching of L. Ron Hubbard, its founder, who once wrote: "The purpose of the suit is to harass and discourage rather than win. The law can be used very easily to harass, and enough harassment on somebody who is simply on the thin edge anyway ... will generally be sufficient to cause his professional decrease. If possible, of course, ruin him utterly."

<http://www.gerryarmstrong.org/50grand/media/nyt-1997-03-09.html>

249. I believe that the U.S. Government's decision to ally itself with Scientology, rather than endure the threat, pain, embarrassment and drain on its resources that would be required to remain adverse to the organization's fair game and anti-human rights interests, is terrible, because it necessarily involves the Government's abandonment of its own citizens to the hate, threat, persecution and war that are inherent in the Suppressive Person Doctrine. By allying itself with Scientology, the U.S. Government has broadened



the spectrum of the color of law under which Scientology can deprive citizens of their civil and human rights, and, by this abetment of Scientology, the Government has itself acted in violation of its own Federal Civil Rights laws, specifically 18 U.S.C. §242. The failure of the U.S. Government and the U.S. justice system to protect the SP class from Scientology is reminiscent of the failure of the German Government and the German legal system to protect the Jews as a class from Nazi persecution and predations.

250. Scientology's secular fraud, its political goals, its Suppressive Person doctrine, and its relationship with the U.S. Government all make the organization a matter of U.S. domestic public controversy. Scientology's global and totalitarian goals, global fraud, globally applied SP doctrine, and the U.S. Government's support for the organization against foreign governments that oppose Scientology's totalitarianism, fraud and evil doctrines, all make the organization a matter of global public controversy, indeed a matter of global security. The idea of silencing a person about a global controversy and security matter is, quite clearly, laughable, and, except by murder, impossible.

251. The global security matter that is Scientology is on a par with AIDS, Islamic Terrorism, overpopulation, pollution, nuclear proliferation today, and with Nazism seventy years ago. The idea of silencing someone in U.S. courts about Scientology is equivalent to, and just as harebrained as, judicially silencing a person about AIDS, Islamic Terrorism, overpopulation, pollution, nuclear proliferation and Nazism. Silencing someone who is personally and immediately threatened by any of these global malignancies is manifestly insane. Silencing me about the threat to global security and life that is Scientology is unlawful, not only because it is such a global threat just as Nazism was such a threat, and is a threat directed at me personally, but because my beliefs about this threat are my religious beliefs, my expression of which is secured by the First Amendment.

252. Just as the Nazis condemned and attacked anyone in German controlled territories who offered support to the Jews, or granted them credence, the Scientologists condemn and attack anyone who offers support to or grants credence to the SPs in nations such as the U.S. where Scientology enjoys a significant degree of Governmental and "legal" control. See, e.g., Scientology Policy Directive 28 dated 13 August 1982 "Suppressive Act – Dealing with a Suppressive Person."

It is a SUPPRESSIVE ACT to deal with a Declared SUPPRESSIVE PERSON unless you are the named terminal to deal with the SP (i.e. Sea Org MAA).

...

To maintain a line with, offer support to, or in any way grant credence to such a person indicates nothing more than agreement with that person's destructive intentions and acts. Such dealings in fact act as a covert or overt attempt to undermine and negate the ethics and justice strengths of our ecclesiastical structure.

...

However, unless you are the named authorized terminal to deal with the Suppressive Person, to deal with one constitutes no less than a



Suppressive Act. Such an act is cause to have levied against you the same per policy Church justice procedures afforded any Suppressive Person. Full ethics penalties will be applied.

...

One does not however use a false excuse of "handling my PTS condition" to covertly maintain a line of supportful dealings and agreements with an SP. If you wish to maintain such a line, do so outside of current and future membership in the Church.

To deal with a Suppressive is a Suppressive Act.

The above is unequivocal Church Policy.

<http://www.gerryarmstrong.org/50grand/cult/sp/spd-28-1982-08-13-txt.html>

253. Pursuant to this "unequivocal" Scientology "scripture," since I am an SP, anyone who deals with me, maintains a line with me, offers support to me, or even in any way grants credence to me is clearly adverse to the interests of the Scientology entities comprising the "parties," "releasees" or "beneficiaries" of the "settlement contract." Anyone who becomes my friend or associates with me is necessarily adverse to these Scientology entities' interests, since their interests, as shown by their "contract," their "scriptures, and their actions over the past twenty-two years, include no one becoming my friend or associating with me. Therefore, by the "contract," I may not cooperate with, assist or advise anyone who becomes my friend, associates with me, deals with me, maintains a line with me, offers support to me, or even in any way grants credence to me.

254. The "contract's" non-cooperation, non-assistance and non-advice conditions do not even contain the "immediate family" exception that the silence conditions contain, and all my family members, unless they disconnect from me totally, are necessarily adverse to the Scientology entities' interests, and necessarily Suppressive Persons, just by their continued adherence to me, by dealing with me, by maintaining a line with me, by offering support to me, or by in any way granting credence to me. Therefore, by "contract," I cannot cooperate with, assist or advise even members of my immediate family.

255. The only people in the universe that by "contract" I may cooperate with, assist or advise are the people who are not adverse to the interests of the Scientology dictatorship, the "contract's" Scientology "parties," "releasees" or "beneficiaries," whose interests are insanity, hatred, destruction, war and slavery, declaring good loving people to be SPs, and waging barbarian warfare on them and obliterating them. The only people in the universe that by "contract" I may cooperate with, assist or advise are the people who seek to deprive me of my rights secured to me by the U.S. Constitution and laws, who seek to degrade my image to the level of beasts, who seek to enslave me, and who seek to destroy me. Thus the non-cooperation, non-assistance and non-advice conditions create a condition of slavery in violation of the Thirteenth Amendment, which states:

Section 1. Neither slavery nor involuntary servitude, except as a punishment for crime whereof the party shall have been duly convicted, shall exist within the United States, or any place subject to their jurisdiction.



Section 2. Congress shall have power to enforce this article by appropriate legislation.

<http://www.law.cornell.edu/constitution/constitution.amendmentxiii.html>

256. The endless "settlement contract" requires that I involuntarily remain in servitude to the Scientology entities and serve their antisocial and criminal interests for the rest of my life in deprivation of my right of freedom from slavery secured to me by this Amendment and by the laws of the U.S. Thus the contract's non-cooperation, non-assistance and non-advise conditions constitute vile violations of 18 U.S.C. §241 and §242. What would any sane person say to the Scientology entities that seek by "contract" to prevent me from cooperating with, assisting and advising my own class of citizens, a class which was created by the organization's criminal, antisocial and antihuman "scriptures," and which these entities seek, in execution of the same "scriptures," to destroy? And what would any sane person say to any court in the U.S., or any country, that would assist these entities in their mad crusade to crush the religious class they created? I believe that a sane person would say what Anthony McAuliffe, Commander of the 101<sup>st</sup> Airborne Division, said to the Germans when they demanded his surrender at Bastogne, "Nuts!" -- to the Scientologists and the courts and the horse they all rode in on.

257. Scientology's "settlement contract," with its unlawful purpose of depriving me of my rights and privileges secured to me by the U.S. Constitution and laws, is in essence and effect a type of suicide contract in which the contractee, as a condition for having fair game end against his friends, associates and family, would be required to kill himself. Suicide is, of course, a crime and it is not made lawful and lawfully judicially enforceable by writing it into a "contract" that required its performance. If crimes are now made lawful and lawfully judicially enforceable by requiring their performance by "contract," a murder contract would be lawful. If a contract killer failed to perform, he would be sued in a civil lawsuit for breach of contract, penalized, perhaps with a fifty thousand dollar liquidated damages mulct, and enjoined. If the contractee still failed to murder his target he would be in violation of the injunction, in contempt of court, and would be hunted down by law enforcement and jailed. If a suicide contractee failed to perform, he would also be sued for breach of contract, enjoined, penalized, and forced by threat of jail and fines to take his life.

258. What the Scientology entities are seeking to enforce upon me is reputationally, emotionally, financially, judicially and socially both a suicide and murder contract, since it requires that in effect I commit suicide by sacrificing my rights to maintain my reputation, emotions, finances, judicial standing and social position, and permits the Scientology entities to assassinate my reputation, devastate my emotions, ruin my finances, and annihilate my judicial and social standing without my being able to respond to defend myself. The Scientology entities have, moreover, necessarily interpreted the "contract's" "forbear and refrain" clause, Para. 18E, to mean that they are not only permitted to act to destroy my reputation, emotions, finances, and judicial and social standing but are required to act to destroy these life essentials.



259. Para. 18(E) of the “settlement contract” states:

The parties further agree to forbear and refrain from doing any act or exercising any right, whether existing now or in the future, which act or exercise is inconsistent with this Agreement.

If the Scientology entities’ post-“settlement” acts toward me to destroy my reputation, emotions, finances, and judicial and social standing were inconsistent with the “settlement contract,” the organization would have not performed its contractual obligations, and arguably would have forfeited its right to enforce what it claims are my contractual obligations. The Scientology entities have consistently asserted, however, that they have performed all of their contractual obligations; thus their acts toward me to destroy my reputation, emotions, finances, and judicial and social standing are, according to these entities’ interpretation, not inconsistent with the “contract.” See, e.g., Second Amended Complaint in Scientology v. Armstrong, LA Superior Court No. BC 052395.

plaintiff fully performed all of its obligations under the Agreement  
<http://www.gerryarmstrong.org/50grand/legal/a2/ver-2nd-amd-complaint-052395.html> at 2:26-27

260. Marin Superior Court Judge Gary Thomas, in granting Scientology a summary judgment and a permanent injunction against me, agreed with Scientology’s assertion that the organization entities had performed all of their contractual obligations, and therefore necessarily agreed that these entities’ acts toward me to destroy my reputation, emotions, finances, and judicial and social standings were not inconsistent with the “contract.” See, e.g., Order of Permanent Injunction in Scientology v. Armstrong, Marin Superior Court No. 157680.

Plaintiff performed all of its obligations pursuant to the Agreement.  
<http://www.gerryarmstrong.org/50grand/legal/a4/injunction-csi-v-armstrong.html> at 2:11

261. Since these entities did not act toward me to not destroy my reputation, emotions, finances, and judicial and social standing, but have treated me as an SP and fair game every minute of every day since the signing of their “settlement contract,” it is clear that acting toward me to destroy my reputation, emotions, finances, and judicial and social standing is required by this “contract.” Consequently, it is also clear that the Scientology entities’ acting toward me to not destroy my reputation, emotions, finances, and judicial and social standing; i.e., acting honestly, decently and non-aggressively, must have been what these entities were by their “contract” required to forbear and refrain from doing. Their “contract” requires my reputational, emotional, financial, judicial and social murder and suicide.

262. Since thousands of Scientologists comprising every director, officer, employee and volunteer of every Scientology organization or group or Scientology affiliated entity, plus all of their lawyers, agents and assigns, are willing, and have conspired, to injure, oppress, threaten and intimidate me in my free exercise and enjoyment of my rights and privileges secured to me by the U.S. Constitution and laws, in egregious violation of Federal civil rights statutes, for which these individuals can be sentenced up to ten years in prison, it is reasonable to expect that some of those willing criminal conspirators will go even farther. I believe that Scientology’s leaders know that I seek justice, and I



believe that there is no act of aggression that is beyond them to prevent my obtaining justice. I believe that Scientology's leaders desire my death, and not any reluctance based in decency, morality or humanity, but only the fear of being brought to justice, has kept someone among them from ordering my assassination.

263. I believe as well that my continuing to speak out about Scientology, and about these persons who seek my obliteration is a significant defense against assassination, and I believe that I cannot lawfully be stripped of this defense, which violates no law, by "contract" or judicial order. No court has the lawful authority to adjudge that my beliefs that Scientology's leaders want me dead, or that my speaking out about Scientology is a defense against assassination, are false, because these beliefs, in addition to being true, are my religious beliefs. The Scientology entities have failed through thousands of fair game acts over the past twenty-two years to complete their assigned "cycle of action" toward me, or to execute "command intention" regarding me, of silencing and obliterating me. But Scientology's leaders have also never cancelled that ordered "cycle of action" or withdrawn their "command intention" that I be silenced and obliterated, and, since nothing short of murder has worked or will work for the organization's dictator and troops to "make it go right," murder remains their only viable option.

264. I have no reasonable option but to completely ignore, and in fact to consciously and openly violate the "settlement contract's" non-cooperation, non-assistance, non-advice and non-communication conditions, and, naturally, to consciously and openly violate the "Injunction" signed by the Marin Superior Court. The millions of words that "violate" these "contractual" conditions that I have spoken, written or published since the "settlement" have been necessary to demonstrate the utter involuntariness of my act of signing the Scientology entities' "contract," by which act these entities insist I "contracted" away my basic civil and human rights and became their slave and defenseless victim. The Scientology entities made a video recording of my act, which I referred to in Para. 123, above, and which the organization has filed as an exhibit in a number of litigations. See <http://www.gerryarmstrong.org/50grand/legal/a1/settlement-signing.html>

265. My involuntariness demonstrates that what the Scientology entities sought with their "contract" and what they have done to enforce it constitute a crime, specifically a stupendous 18 U.S.C. §241 conspiracy. The Scientology entities have no lawful option but to cease all their efforts, judicial and extrajudicial, to enforce their "contract's" non-cooperation, non-assistance, non-advice and non-communication conditions, and to live with my written, spoken and legal opposition to Scientology, including by discussing my beliefs, experiences and knowledge relating to these entities, just as the only lawful option of present day Nazis is to live with all the Jews' written, spoken and legal opposition to Nazism and its practitioners. Nazis will always hate, beastify and wage war on Jews, because that is what makes Nazis Nazis, and Scientologists will always hate, beastify and wage war on Suppressive Persons, because, in the same way, that is what makes Scientologists Scientologists.



266. The Scientology entities' conspiracy and efforts to injure, oppress, threaten and intimidate SPs like me in our free exercise and enjoyment of our rights and privileges secured to us by the U.S. Constitution and laws, however, must not be given by any court in the U.S., or anywhere, any more validity or legality than what would be lawfully judicially granted to the Nazis and their entities in a Nazi conspiracy and legal and extralegal campaign to injure, oppress, threaten and intimidate Jews in their free exercise and enjoyment of their rights and privileges secured to them by the U.S. Constitution and laws. The fact that the Scientology entities are using, and have even been wildly "successful" using the justice system of the United States to achieve the illicit, criminal goal of injuring, oppressing, threatening and intimidating SPs in our free exercise and enjoyment of our rights and privileges secured to us by the U.S. Constitution and laws does not make what these entities are doing lawful, and in fact makes what they are doing more cynical, more revolting, and even more unlawful since by using the power and authority of the justice system these entities have added a monstrous violation of 18 U.S.C. §242. Courts in the U.S. have no more lawful power or authority to enforce a "contract" that makes an SP the Scientology entities' slave and defenseless punching bag victim than courts have to enforce a "contract" that makes a Jew the slave and defenseless punching bag victim of a Nazi cult.

267. Suppressive Persons comprise a persecuted minority of two and a half percent of the planetary population, whereas Jews, it is commonly reported, comprise only about a tenth of that percentage. Suppressive Persons, of course, have not had the thousands of years that the Jews have had to organize themselves to stand up to, expose and throw off their persecutors, a deficiency that I am dedicated to correcting for SPs with the formation of the Suppressive Person Defense League (SPDL) ®. From the SPDL's mission statement:

For over half a century, Suppressive Persons have been beastified, attacked and menaced in perhaps the most vicious hate campaign ever manufactured by madness. SPs' lives have been in constant danger throughout this period and the whole class or genus of SPs is threatened with quiet, sorrowless obliteration.

The Suppressive Person Defense League (SPDL) ® unites SPs, defends SPs against beastification, attack and menace, and brings SPs to stand up against those who seek their genocide.

...

The SPDL will work to expose, elucidate and eliminate the SP Doctrine. We know that SPs will never be safe and never have peace until this evil doctrine exists only as the historically recorded cause of its own abject failure.

The SPDL will oppose any effort to deny SPs any rights or privileges secured to any citizens by national constitutions or laws or by international human rights declarations.

The SPDL condemns the practice of yellow-starring, golden-rodding or declaring people as SPs, and will work to criminalize, prosecute and ban this antisocial and anti-human rights practice.



The SPDL will appeal to reason, to conscience and to law to stop the defamation and obliteration of Suppressive Persons.

The SPDL calls on Scientology to forsake the Suppressive Person Doctrine, and we call on Scientologists, if their cult will not forsake this pernicious doctrine, to immediately forsake Scientology.

© 2004 SPDL, Gerry Armstrong, Caroline Letkeman [footnotes removed]

<http://www.suppressiveperson.org/index.html>

268. I am an SP, I am a voice for SPs, and for me it is a holy calling to raise up SPs as high as everyone else. It is only SPs that the Scientology entities seek to silence, both by use of the law and by all these entities' other forms of fair game. It is only SPs against whom the Miscavige regime conspires to injure, oppress, threaten and intimidate us in our free exercise and enjoyment of our rights and privileges secured to us by the U.S. Constitution and laws. Scientology will never admit that people such as myself, the targets and victims of its aggressive, criminal policies, practices and acts, are anything but SPs. The Scientology entities will never admit that the hominids on whom they wage their war of total attrition, whose image these entities degrade to the level of beasts, and whom these entities are just going all the way in to obliterate, are anything but SPs. All crimes the Scientology entities have committed are against SPs, and the organization's whole history of criminality is against people identified as Suppressive Persons and against organizations or agencies identified as Suppressive Groups.

269. It will be necessary in the Justice Department's investigation of the facts and claims in this complaint report, and to be able to adequately address the explicit or implicit requests herein, that the court record in a number of cases be studied. I will therefore not recite the events that have occurred after the December 1986 "settlement" in the first case in which Scientology sued me, since these are detailed, in what I believe are adequate quantity and quality to support prosecution, in documents, including a great number of sworn statements, filed in these official public proceedings. The court record is also, clearly, the best source of evidence concerning my claims and charges against the Marin Superior Court, particularly former Judge Gary W. Thomas. These cases include: Scientology v. Armstrong, Los Angeles Superior Court No. C 420153 (Armstrong I) <http://www.gerryarmstrong.org/50grand/legal/a1/index.html>

Appeal: Scientology v. Armstrong, California Court of Appeal Nos. B025920 and B038975, Second Dist., Div. Three

<http://www.gerryarmstrong.org/50grand/legal/a1/appeal/283cal.rptr.917.html>

Scientology v. Armstrong, Marin Superior Court No. 152229/Los Angeles Superior Court No. BC 052395 (Armstrong II)

<http://www.gerryarmstrong.org/50grand/legal/a2/index.html>

Appeal: Scientology v. Armstrong, California Court of Appeal No. B 069450 Second Dist., Div. Four

Scientology v. Armstrong, Los Angeles Superior Court No. BC 084462 (Armstrong III)

Scientology v. Armstrong, Marin Superior Court No. 157680 (Armstrong IV)

<http://www.gerryarmstrong.org/50grand/legal/a4/index.html>

Appeal: Scientology v. Armstrong, California Court of Appeal No. A075027, First Dist., Div. Four



<http://www.gerryarmstrong.org/50grand/legal/a4/index.html#appeal>  
Scientology v. Armstrong, US Bankruptcy Court for the Northern District of California  
No. 95-10911 and Adversary Proceeding No. 95-1164 (Armstrong V)  
<http://www.gerryarmstrong.org/50grand/legal/a5/index.html>  
Armstrong v. Miscavige, US District Court Nevada No. CV-N-97-00670 ECR (RAM)  
(Armstrong VI)  
Scientology v. Armstrong, Marin Superior Court No. CIV 021632 (Armstrong VII)  
<http://www.gerryarmstrong.org/50grand/legal/a7/index.html>

270. The following URLs are for declarations or affidavits that I have written and executed after the December 1986 "settlement" and that provide facts concerning the "settlement" and events involving Scientology and me that occurred after the settlement:

<http://www.gerryarmstrong.org/50grand/legal/decl-1990-03-15.html>  
<http://www.gerryarmstrong.org/50grand/legal/decl-1990-12-25.html>  
<http://www.gerryarmstrong.org/50grand/legal/aznaran/decl-1991-09-03.html>  
<http://www.gerryarmstrong.org/50grand/legal/decl-1994-01-13.html>  
<http://www.gerryarmstrong.org/50grand/legal/decl-1994-02-20.html>  
<http://www.gerryarmstrong.org/50grand/legal/decl-1994-02-22.html>  
<http://www.gerryarmstrong.org/50grand/legal/decl-1994-04-21.html>  
<http://www.gerryarmstrong.org/50grand/legal/a4/decl-1994-11-16.html>  
<http://www.gerryarmstrong.org/50grand/legal/a4/decl-ga-1995-01-16.html>  
<http://www.gerryarmstrong.org/50grand/legal/a4/decl-1995-09-15.html>  
<http://www.gerryarmstrong.org/50grand/legal/decl-1997-01-26.html>  
<http://www.gerryarmstrong.org/50grand/legal/a4/appeal/decl-ga-1997-12-27.html>  
<http://www.gerryarmstrong.org/50grand/legal/affi-1998-02-27.html>  
<http://www.gerryarmstrong.org/50grand/legal/a4/decl-ga-2001-01-09.html>  
<http://www.gerryarmstrong.org/50grand/legal/decl-2003-03-04.html>

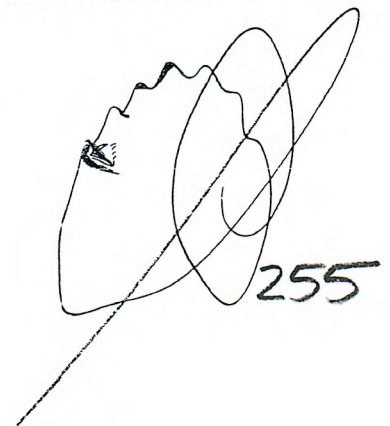
The gerryarmstrong.org website makes available many more sworn statements and other documents and writings that relate to the charges being sought, and I urge any investigators or other interested officials to study all of what is available on the site.

271. I request that the Justice Department and other involved U.S. agencies and officials act to the extent allowed by law to protect me and my fiancée Caroline Letkeman, who is also a target of Scientology's Suppressive Person doctrine and fair game attacks, from organization violence or other forms of retribution during the investigation of the facts and crimes I have alleged herein, and during any prosecution arising out of said investigation. I am also sending this complaint report and making this same request for protection to the Canadian officials that I believe are responsible for and capable of providing such protection.

I declare under penalty of perjury pursuant to the laws of the United States of America and of Canada that the foregoing is true and correct.

Executed this 16<sup>th</sup> day of February 2004 at Chilliwack, B.C. Canada.

Gerry Armstrong



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